

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1960

No. 340

INTERNATIONAL TYPOGRAPHICAL UNION,
AFL-CIO, ET AL., PETITIONERS.

vs.

NATIONAL LABOR RELATIONS BOARD.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS
FOR THE FIRST CIRCUIT.

PETITION FOR CERTIORARI FILED AUGUST 18, 1960
CERTIORARI GRANTED NOVEMBER 7, 1960

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In the Matter of
INTERNATIONAL TYPOGRAPHICAL UNION LOCAL
38, AFL-CIO AND INTERNATIONAL TYPOGRAPHI-
CAL UNION LOCAL 165 AFL-CIO AND ITS SCALE
COMMITTEE, INTERNATIONAL TYPOGRAPHI-
CAL UNION, A.F.L.-C.I.O.

Case No. 1-CB-429

1-CB-430

- 11.29.57 Charge filed by Haverhill Gazette Company in
Case No. 1-CB-429
- 12.2.57 Charge filed by Worcester Telegram Publishing
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- 2.6.58 Complaint issued in 1-CB-429
- 2.6.58 Complaint issued in 1-CB-430
- 2.6.58 Order consolidating cases and notice of hearing
issued
- 2.12.58 Worcester Telegram Publishing Co. motion for
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- 2.13.58 Order rescheduling hearing issued
- 2.14.59 Answer of International Typographical Union in
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- 2.14.59 Answer of International Typographical Union
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- 2.24.58 Answer of International Typographical Union,
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- 2.24.58 Answer of International Typographical Union,
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- 3.5.58 Hearing opened in CA No. 58-203A before Judge
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- 3.11.58 Order rescheduling hearing in consolidated cases issued
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- 3.19.58 Order rescheduling hearing in consolidated cases issued*
- 3.26.58 Order rescheduling hearing in consolidated cases issued
- 4.2.58 Hearing opened in consolidated cases
- 4.29.58 Hearing adjourned indefinitely in consolidated cases
- 5.1.58 Hearing closed in CA No. 58-203A case
- 5.8.58 Order closing hearing in consolidated cases issued by Trial Examiner Reeves R. Hilton
- 7.17.58 Motion to correct record dated
- 9.9.58 Decision & Determination of Dispute in case No. 1-CD-49 issued.
- 12.17.58 Intermediate Report issued by the Trial Examiner
- 12.22.58 Erratum issued by the Trial Examiner
- 1.22.59 *Worcester Telegram Publishing Company's exceptions to the Intermediate Report received
- 1.23.59 **Petitioners' exceptions to the Intermediate Report received
- 1.23.59 Petitioners' request for oral argument received (Denied)
- 1.23.59 General Counsel's exceptions to the Intermediate Report received
- 4.17.59 Decision and Order issued by the National Labor Relations Board

* One of the Charging Parties in the proceeding before the Board.

** Respondents in the proceeding before the Board are petitioners in the instant proceeding.

Portions of stenograph transcript of testimony in case Nos. 2-CA-1760, 1807 and 2-CA-4967.

COMPLAINT

Case No. 1-CB-429

It having been charged by Haverhill Gazette Company, 179 Merrimack Street, Haverhill, Massachusetts (herein called Haverhill), that International Typographical Union, AFL-CIO, 2020 No. Meridian Street, Indianapolis, Indiana (herein called ITU), and International Typographical Local 38, AFL-CIO, 28 Wayne Street, Bradford, Massachusetts (herein called Local 38), have engaged in and are now engaging in unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 61 Stat. 136 (herein referred to as the Act), the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the First Region, designated by the Board's Rules and Regulations—Series 6, as amended, Section 102.15 hereby issues this complaint and alleges as follows:

I. A copy of the Charge was served by registered mail upon ITU and Local 38 on November 29, 1957.

II. At all times material herein, Haverhill has been and is engaged in the business of publishing a daily newspaper called the Haverhill Gazette, maintaining its principle office, publishing plant, warehouses and other facilities in the city of Haverhill, Massachusetts.

III. During the past year, Haverhill, in the course and conduct of its publishing operations, has held membership in, or subscribed to, various interstate news services, including United Press Association and Associated Press, advertised nationally sold products, including automobiles and appliances, and had gross revenue from said publishing operations in excess of \$500,000.

IV. At all times material herein, Haverhill has been and is engaged in commerce within the meaning of Sections 2 (6) and (7) of the Act.

V. At all times material herein, ITU and Local 38 have

been and are labor organizations within the meaning of Section 2 (5) of the Act.

VI. At all times material herein, Local 38 has been a constituent local union of ITU existing under and by virtue of the constitution, bylaws and General Laws of ITU; and at all times material herein, the various constituent unions of ITU, including Local 38, have conducted their bargaining negotiations with employers, including Haverhill, pursuant to and in accordance with the constitution, bylaws and General Laws of ITU, and pursuant to and under the direction of ITU and for the purpose, among others, of effectuating ITU's national collective bargaining policy.

VII. At all times material herein, Local 38 and ITU were the representatives for the purposes of collective bargaining of a majority of the employees of Haverhill in a unit appropriate for collective bargaining defined as the employees engaged in composing room work.

VIII. Since on or about May 29, 1957, Local 38 and ITU have caused and attempted to cause, and continue to cause and attempt to cause, Haverhill to discriminate against its employees or applicants or prospective applicants for employment in respect to the hire or tenure or terms or conditions of their employment, in violation of the Act: In support hereof, it is alleged as follows:

a. ITU and Local 38 have insisted as a condition precedent to the execution of a collective bargaining contract, that Haverhill agree, in substance, that the General Laws of ITU be incorporated into and made part of any collective bargaining contract executed by Local 38 and Haverhill.

b. ITU and Local 38 have insisted, as a condition precedent to the execution of a collective bargaining contract with Haverhill, that said contract contain provisions, including provisions of the General Laws of ITU, which would require Haverhill (i) to employ only members of

Local 38 or ITU, (ii) to give preference to such members over persons not members of Local 38 or ITU, or of any constituent local thereof, in connection with hiring, increase or decrease in the work force, and employment of substitutes, and (iii) to delegate to Local 38 control over the seniority of composing room employees.

c. Among the provisions referred to above in subparagraph b, were provisions in respondents' proposed contract providing, in substance, as follows:

1. Article 1, Section 4: All composing room work shall be performed only by journeymen and apprentices.

2. Article 1, Section 6: The hiring, operation, authority and control of the composing room shall be exercised exclusively through the foreman of the composing room, who shall be a member of the union, and, in his absence, the foreman-in-charge shall so function. All orders, instructions, reprimands, etc., must be given through the foreman who shall have the right to assign men to any composing room work he deems necessary.

3. Article 1, Section 8: The General Laws of the ITU shall govern relations between the parties on those subjects concerning which no provision is made in the contract.

4. Article 1, Section 9: Haverhill agrees not to require employees to perform composition or other work executed or to be further worked on, wholly or in part, by employees working in plants declared unfair by ITU or Local 38.

5. Article 2, Section 8: Persons considered capable substitutes by the foreman shall be deemed competent to fill regular situations, and shall be given preference in the filling of vacancies in the regular work force, and also extra work. The substitute eldest in continuous service shall have prior right in the filling of the first vacancy, and also extra work.

6. Article 2, Section 11: Employees shall have the right to put on substitutes in their absence.

7. Article 3, Section 5: Local 38 shall have the right to refuse to allow any person to work as an apprentice for Haverhill if Haverhill does not have the equipment to afford instructions being given in the different branches of work agreed upon.

8. Article 3, Section 6: No apprentice may change shifts or employers without the consent of Local 38.

9. Article 4, Section 9: No employee shall be required to cross a picket line established because of an authorized strike by any other ITU local union.

d. Among the provisions in the General Laws of the ITU referred to in subparagraphs a and b above, were provisions providing, in substance, as follows:

1. Article III, Section 12: It is the unalterable policy of ITU that all composing room work, or any machinery or process appertaining to printing and the preparations therefor, belong to ITU, and all local unions of ITU are directed and required to reclaim jurisdiction and control over all such work being performed by persons who are not members of ITU or any ITU local union.

2. Article I, Section 4: Any person before entering the trade as an apprentice must first be approved by the ITU local union.

3. Article I, Section 5: No apprentice may leave the employ of one employer and enter the employ of another employer without the written consent of the president of the ITU local union.

4. Article I, Section 7: At the end of the first year, if an apprentice proves competent and the foreman and apprentice committee recommend him for membership he must be admitted to the union as an apprentice member.

5. Article I, Section 11: Beginning with the second year, apprentices must be in possession of an apprentice working card issued by the union.

6. Article I, Section 19: At least two members of the

local union must be regularly employed as journeymen before the employer can engage an apprentice.

7. Article V, Section 11: All foremen and journeymen employees must be active members in good standing of the union.

8. Article VII, Section 1: Only members of ITU shall be permitted to operate the various composing room machines and devices used to process the products thereof.

9. Article VII, Section 5, Article VIII: Only members in good standing of ITU may be employed in installing, operating, maintaining, servicing and repairing the various machines and other mechanical devices used in composing, imposing, processing and casting of typing, type matter, slugs and other material of any kind, whether operated mechanically or automatically and wherever located.

10. Article VII, Section 6: Only members in good standing of ITU or the constituent local thereof may be employed upon all work necessary to processing the product of photo type setting machines.

11. Article VII, Section 7: Only members of ITU may be employed to perform duties in the paste makeup operation using reproduction proofs.

12. Article V, Section 9, Article X: A member may select a substitute in his absence from work and such substitute shall be a member of the union and selected in accordance with the priority standing system of members established and maintained by the ITU local union and posted in its chapel.

13. Article X: In filling vacancies created by the absence of an employee for more than 30 calendar days only a member of ITU or the constituent local may be employed and such employee shall be selected in accordance with the priority system established by the local.

14. Article V, Section 1; Article X: Any foreman filling a vacancy must give priority to the substitute listed on the

priority list established by the local as oldest in continuous service, and the foreman shall be governed by provisions of the ITU General Laws.

15. Article V: In decreasing or increasing the work force the foreman shall be governed by the ITU General Laws and increase or decrease the force in accordance with the priority system established and maintained by the local union.

16. Article V, Section 8: Discharged members of the ITU shall have the right to appeal in accordance with the ITU laws and the right to challenge the fairness of any rule of the employer which caused the discharge.

IX. On or about and since May 29, 1957, ITU and Local 38 have failed and refused to bargain in good faith with Haverhill. In support hereof, it is alleged as follows:

a. ITU and Local 38 adamantly insisted, and insist, as a condition precedent to a contract, that Haverhill agree to the provisions hereinabove described in paragraph VIII, and its subparagraphs, and other provisions of the General Laws, which would require Haverhill to discriminate against employees, and applicants and respective applicants for employment, in violation of Section 8 (a) (3) of the Act.

b. ITU and Local 38 adamantly insisted, and insist, as a condition precedent to a contract, that Haverhill agree to incorporate in, and make part of, a contract the ITU General Laws and refused to bargain with respect to the provisions thereof, although requested to do so by Haverhill.

c. ITU and Local 38 adamantly insisted, and insist, as a condition precedent to the execution of a collective bargaining contract with Haverhill for the employees in the appropriate unit referred to above in paragraph VII (1); that Haverhill also bargain with respect to the hire, tenure, and terms and conditions of employment of supervisors; (2) that Haverhill also bargain with respect to the hire, tenure, and terms and conditions of employment of persons and

employees not included within the appropriate unit and or classifications not in existence and not included within said appropriate unit.

d. ITU and Local 38 adamantly insisted, and insist, as a condition precedent to the execution of a contract, that Haverhill agree to provisions (1) permitting employees to select their substitutes, and (2) that said employers select only union members as foremen of the composing room, and thereby ITU and Local 38, insisted, and insist, that Haverhill relinquish to ITU and Local 38, and their members, the management prerogative of hiring employees and designating supervisors.

e. ITU and Local 38 adamantly insisted as a condition precedent to the execution of a contract, that Haverhill select and designate only a union member as foreman of the composing room and Haverhill's representative for the purpose of collective bargaining and adjusting grievances, and since October 25, 1957, ITU and Local 38 have engaged in, and induced, encouraged and instigated Haverhill's employees to engage in, a strike against Haverhill with an object of forcing Haverhill to agree to said demand, thereby restraining and coercing Haverhill in the selection of its representative for purposes of collective bargaining or the adjustment of grievances, in violation of Section 8 (b) (1) (B) of the Act.

f. ITU and Local 38 adamantly insisted, and insist, as a condition precedent to the execution of a contract, that Haverhill agree to contract provisions providing, in substance and effect, that said labor organizations have the right to engage in, and to induce or encourage Haverhill's employees to engage in, a strike or concerted refusal in the course of their employment to use, manufacture, process, or otherwise handle or work on goods, articles, materials, or commodities or to perform services, with an object of forcing or requiring Haverhill to cease using, handling or

otherwise dealing in the products of another producer, processor, or manufacturer or to cease doing business with another person, such strike, or inducement or encouragement of Haverhill's employees being violative of Section 8 (b) (4) (A) of the Act.

X. Haverhill refused to agree to the contract provisions described above in paragraphs VIII and IX, and the subparagraphs thereto, whereupon, on or about and since October 25, 1959, ITU and Local 38 have engaged in, and directed, instigated and encouraged the employees of Haverhill to engage in, a strike against Haverhill with an object of forcing and requiring Haverhill to agree to said contract provisions.

XI. By their acts and conduct described above in paragraph VIII, and the subparagraphs thereto, ITU and Local 38, have caused and attempted to cause Haverhill to discriminate against employees and applicants and prospective applicants for employment in regard to hire or tenure or terms or conditions of employment, and to delegate to ITU and Local 38, control over the seniority of its employees and applicants for employment, thereby discouraging and/or encouraging membership in a labor organization, in violation of Section 8 (a) (3) of the Act, and thereby ITU and Local 38, and each of them, did engage in, and are engaging in, unfair labor practices within the meaning of Section 8 (b) (2) of the Act.

XII. By their acts and conduct described above in paragraph VIII, and the subparagraphs thereto, ITU and Local 38, and each of them, did restrain and coerce, and are restraining and coercing, employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby did engage in and are engaging in unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

XIII. By their acts and conduct described above in paragraph IX, and the subparagraphs thereto, ITU and Local 38

failed and refused to bargain with Haverhill in violation of Section 8 (b) (3) of the Act.

XIV. The activities of ITU and Local 38 described above in paragraphs VIII through XIII, and the subparagraphs thereto, occurring in connection with operations of Haverhill described above in paragraphs II, III and IV, have a close, intimate and substantial relation to trade, traffic and commerce among the several states, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce, and constitute unfair labor practices affecting commerce within the meaning of Sections 8 (b) (1) (A), (2) and (3), and Sections 2 (6) and (7) of the Act.

WHEREOF, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the First Region, on this 6th day of February, 1958, hereby issues this Complaint against International Typographical Union, AFL-CIO, and International Typographical Union, AFL-CIO, Local 38, respondents herein.

s/ BERNARD L. ALPERT

Regional Director

National Labor Relations Board

24 School Street

Boston 8, Massachusetts

COMPLAINT

Case No. 1-CB-430

It having been charged by Worcester Telegram Publishing Company, Inc., 20 Franklin Street, Worcester, Massachusetts (herein called Worcester), that ITU, the members of its executive Council, International Typographical Union Local 165, 19 Pureka Terrace, Worcester, Massachusetts (herein called Local 165), and its Scale Committee (hereinafter with Local 165 collectively referred to as Local 165), have engaged in and are now engaging in unfair labor practices affecting commerce as set forth and defined in the

National Labor Relations Act, as amended, 61 Stat. 136 (herein referred to as the Act), the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the First Region, designated by the Board's Rules and Regulations—Series 6, as amended, Section 102.15, hereby issues this consolidated complaint and alleges as follows:

I. A copy of the Charge was served by registered mail upon ITU, the members of its Executive Council, Local 165, and its Scale Committee, on December 2, 1957.

II. At all times material herein, Worcester has been and is engaged in the business of publishing a daily newspaper called the Worcester Telegram Publishing Company, Inc., maintaining its principle office, publishing plant, warehouses and other facilities in the city of Worcester, Massachusetts.

III. During the past year, Worcester, in the course and conduct of its publishing operations, held membership in, or subscribed to, various interstate news services, including United Press Association and Associated Press, advertised various nationally sold products, including automobiles and appliances, and had gross revenues from said publishing operations in excess of \$500,000.

IV. At all times material herein, Worcester has been and is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.

V. At all times material herein, ITU and Local 165 have been and are labor organizations within the meaning of Section 2 (5) of the Act.

VI. At all times material herein, the Executive Council of ITU, consisting of Woodruff Randolph, Charles M. Lyon, Harold H. Clark, Joe Bailey, and Don Hurd, and their successors, has been and is an agent of ITU within the meaning of the Act, and the Scale Committee has been and is an agent of Local 165, within the meaning of the Act.

VII. At all times material herein Local 165 has been a constituent local union of ITU existing under and by virtue of the constitution, bylaws and General Laws of ITU; and, at all times material herein the various constituent unions of ITU, including Local 165, have conducted their bargaining negotiations with employers, including Worcester, pursuant to and in accordance with the constitution, bylaws and general laws of ITU, and pursuant to and under the direction of ITU and its Executive Council (herein collectively referred to as ITU), and for the purpose, among others, of effectuating ITU's national collective bargaining policy.

VIII. At all times material herein, Local 165 and ITU were the representatives for the purposes of collective bargaining of a majority of the employees of Worcester in a unit appropriate for collective bargaining defined as including all composing room work and classifications such as hand compositors, typesetting, machine operators, makeup men, bank men, proofpress operators, proof readers, machinists for typesetting machines, operators and machinists on all material devices which cast or compose type or slugs or film.

IX. Since on or about June 2, 1957, Local 165 and ITU caused and attempted to cause, and continues to cause and attempt to cause, Worcester to discriminate against its employees or applicants or prospective applicants for employment in respect to the hire or tenure or terms or conditions of their employment, in violation of the Act. In support hereof, it is alleged as follows:

a. ITU and Local 165 have insisted, as a condition precedent to the execution of a collective bargaining contract, that Worcester agree, in substance, that the General Laws of ITU be incorporated into and made part of any collective bargaining contract executed by Local 165 and Worcester.

b. ITU and Local 165 have insisted, as a condition precedent to the execution of a collective bargaining contract with Worcester, that said contract contain provisions, including provisions of the General Laws of ITU, which would require Worcester (i) to employ only members of Local 165 or ITU, (ii) to give preference to such members over persons not members of Local 165 or ITU, or of any constituent local thereof, in connection with hiring, increase or decrease in the work force, and employment of substitutes, and (iii) to delegate to Local 165 control over the seniority of composing room employees.

c. Among the provisions referred to above in subparagraph b, were provisions in respondents' proposed contract providing, in substance, as follows:

1. Article I, Section 2: All composing room work shall be performed only by journeymen and apprentices.

2. Article I, Section 5: The hiring, operation, authority and control of the composing room shall be exercised exclusively through the foreman of the composing room, who shall be a member of the union, and, in his absence, the foreman-in-charge shall so function. All orders, instructions, reprimands, etc., must be given through the foreman who shall have the right to assign men to any composing room work he deems necessary.

3. Article IV, Section 11: Persons considered capable substitutes by the foreman shall be deemed competent to fill regular situations. The substitute eldest in continuous service shall have prior right in the filling of the first vacancy.

4. Article I, Section 8: The General Laws of the ITU shall govern relations between the parties on those subjects concerning which no provision is made in the contract.

5. Article I, Section 12: No employee shall be required to cross a picket line established because of an authorized strike by any other ITU local union.

6. Article I, Section 9: The employer will not require the employees to process material received from or destined for a shop or plant in which an authorized strike by or lock-out of an ITU local union is in progress.

7. Article III, Section 7: Apprentices shall be advised to subscribe for and complete the ITU Course of Lessons in Printing, beginning said course at the outset of their second year.

8. Article IV, Section 5: Employees may claim new shifts, starting times and slide days, and have choice of vacation schedule, in accordance with their priority standing.

In giving nights or days off, the foreman shall give preference to union members oldest in priority standing. Vacated days may be claimed by employees with superior priority. Notice shall be given to the union chapel chairman and posted on the chapel bulletin board.

9. Article IV, Section 10: In employing substitutes for absent employees, the foreman shall observe strict priority rights.

10. Article IV, Section 11: Persons considered capable substitutes by the foreman shall be deemed competent to fill regular situations, and shall be given preference in the filling of vacancies in the regular work force, and also extra work. The substitute eldest in continuous service shall have prior right in the filling of the first vacancy, and also extra work.

11. Article I, Section 5: Union members shall have the right to employ substitutes without consultation or approval by the foreman.

12. Article IV, Section 4: If a competent substitute is not ready, the foreman shall direct the union chapel chairman to put a competent substitute in his place.

13. Article IV, Section 10: Any union member may demand a written statement of the reason for his discharge.

d. Among the provisions in the General Laws of the ITU referred to in subparagraphs a and b above, were provisions providing, in substance, as follows:

1. Article III, Section 12: It is the unalterable policy of ITU that all composing room work, or any machinery or process appertaining to printing and the preparation therefor belong to ITU, and all local unions of ITU are directed and required to reclaim jurisdiction and control over all such work being performed by persons who are not members of ITU or any ITU local union.

2. Article I, Section 4: Any person before entering the trade as an apprentice must first be approved by the ITU local union.

3. Article I, Section 5: No apprentice may leave the employ of one employer and enter the employ of another employer without the written consent of the president of the ITU local union.

4. Article I, Section 7: At the end of the first year, if an apprentice proves competent and the foreman and apprentice committee recommend him for membership he must be admitted to the union as an apprentice member.

5. Article I, Section 11: Beginning with the second year, apprentices must be in possession of an apprentice working card issued by the union.

6. Article I, Section 19: At least two members of the local union must be regularly employed as journeymen before the employer can engage an apprentice.

7. Article V, Section 11: All foremen and journeymen employees must be active members in good standing of the union.

8. Article VII, Section 1: Only members of ITU shall be permitted to operate the various composing room machines and devices used to process the products thereof.

9. Article VII, Section 5, Article VIII: Only members in good standing of ITU may be employed in installing, oper-

ating, maintaining, servicing and repairing the various machines and other mechanical devices used in composing, imposing, processing and casting of typing, type matter, slugs and other material of any kind, whether operated mechanically or automatically and wherever located.

10. Article VII, Section 6: Only members in good standing of ITU or the constituent local thereof may be employed upon all work necessary to processing the product of photo type setting machines.

11. Article VII, Section 7: Only members of ITU may be employed to perform duties in the paste makeup operation using reproduction proofs.

12. Article V, Section 9; Article X: A member may select a substitute in his absence from work and such substitute shall be a member of the union and selected in accordance with the priority standing system of members established and maintained by the ITU local union and posted in its chapel.

13. Article X: In filling vacancies created by the absence of an employee for more than 30 calendar days only a member of ITU or the constituent local may be employed and such employee shall be selected in accordance with the priority system established by the local.

14. Article V, Section 1; Article X: Any foreman filling a vacancy must give priority to the substitute listed on the priority list established by the local as oldest in continuous service, and the foreman shall be governed by provisions of the ITU General Laws.

15. Article V: In decreasing or increasing the work force the foreman shall be governed by the ITU General Laws and increase or decrease the force in accordance with the priority system established and maintained by the local union.

16. Article V, Section 8: Discharged members of the ITU shall have the right of appeal in accordance with the

ITU laws and the right to challenge the fairness of any rule of the employer which caused the discharge.

IX. On or about and since June 2, 1957, ITU and Local 165 have failed and refused to bargain in good faith with Worcester. In support hereof, it is alleged as follows:

a. ITU and Local 165 adamantly insisted, and insist, as a condition precedent to a contract, that Worcester agree to the provisions hereinabove described in paragraph VIII, and its subparagraphs, and other provisions of the General Laws, which would require Worcester to discriminate against employees, and applicants and respective applicants for employment, in violation of Section 8 (a) (3) of the Act.

b. ITU and Local 165 adamantly insisted, and insist, as a condition precedent to a contract, that Worcester agree to incorporate in, and make part of, a contract the ITU General Laws and refused to bargain with respect to the provisions thereof, although requested to do so by Worcester.

c. ITU and Local 165 adamantly insisted, and insist, as a condition precedent to the execution of a collective bargaining contract with Worcester for the employees in the appropriate unit referred to above in paragraph VII (1), that Worcester also bargain with respect to the hire, tenure, and terms and conditions of employment of supervisors; (2) that Worcester also bargain with respect to the hire, tenure, and terms and conditions of employment of persons and employees not included within the appropriate unit and/or classifications not in existence and not included within said appropriate unit.

d. ITU and Local 165 adamantly insisted, and insist, as a condition precedent to the execution of a contract, that Worcester agree to provisions (1) permitting employees to select their substitutes, and (2) that said employers select only union members as foremen of the composing room, and

thereby ITU and Local 165, insisted, and insist, that Worcester relinquish to ITU and Local 165, and their members, the management prerogatives of hiring employees and designating supervisors.

e. ITU and Local 165 adamantly insisted, as a condition precedent to the execution of a contract, that Worcester select and designate only a union member as foreman of the composing room and Worcester's representative for the purpose of collective bargaining and adjusting grievances, and since November 29, 1957, ITU and Local 165 have engaged in, and induced, encouraged and instigated Worcester's employees to engage in a strike against Worcester with an object of forcing Worcester to agree to said demand, thereby restraining and coercing Worcester in the selection of its representative for purposes of collective bargaining or the adjustment of grievances, in violation of Section 8 (b) (1) (B) of the Act.

f. ITU and Local 165 adamantly insisted, and insist, as a condition precedent to the execution of a contract, that Worcester agree to contract provisions providing, in substance and effect, that said labor organizations have the right to engage in, and to induce or encourage Worcester's employees to engage in, a strike or concerted refusal in the course of their employment to use, manufacture, process, or otherwise handle or work on goods, articles, materials, or commodities or to perform services, with an object of forcing or requiring Worcester to cease using, handling or otherwise dealing in the products of another producer, processor, or manufacturer or to cease doing business with another person, such strike, or inducement or encouragement of Worcester's employees being violative of Section 8 (b) (4) (A) of the Act.

X. Worcester refused to agree to the contract provisions described above in paragraphs VIII and IX, and the subparagraphs thereto, whereupon, on or about and since

November 29, 1957, ITU and Local 165 have engaged in, and directed, instigated and encouraged the employees of Worcester to engage in, a strike against Worcester with an object of forcing and requiring Worcester to agree to said contract provisions.

XI. By their acts and conduct described above in paragraph VIII, and the subparagraphs thereto, ITU and Local 165, have caused and attempted to cause Worcester to discriminate against employees and applicants and prospective applicants for employment in regard to hire or tenure or terms or conditions of employment, and to delegate to ITU and Local 165, control over the seniority of its employees and applicants for employment, thereby discouraging and/or encouraging membership in a labor organization, in violation of Section 8 (a) (3) of the Act, and thereby ITU and Local 165, and each of them, did engage in, and are engaging in, unfair labor practices within the meaning of Section 8 (b) (2) of the Act.

XII. By their acts and conduct described above in paragraph VIII, and the subparagraphs thereto, ITU and Local 165, and each of them, did restrain and coerce, and are restraining and coercing, employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby did engage in and are engaging in unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

XIII. By their acts and conduct described above in paragraph IX, and the subparagraphs thereto, ITU and Local 165 failed and refused to bargain with Worcester in violation of Section 8 (b) (3) of the Act.

XIV. The activities of ITU and Local 165 described above in paragraphs VIII through XIII, and the subparagraphs thereto, occurring in connection with operations of Worcester described above in paragraph II, III and IV, have a close, intimate and substantial relation to trade, traffic and commerce among the several states, and tend to

lead to labor disputes burdening and obstructing commerce and the free flow of commerce, and constitute unfair labor practices affecting commerce within the meaning of Sections 8 (b) (1) (A), (2) and (3), and Sections 2 (6) and (7) of the Act.

WHEREFORE, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the First Region, on this 6th day of February, 1958, hereby issues this Complaint against International Typographical Union, AFL-CIO; its Executive Council, namely Woodruff Randolph, Harold H. Clark, Joe Bailey, Don Hurl and Charles M. Lyon; International Typographical Union Local 165, AFL-CIO, and its Scale Committee;

S/ BERNARD L. ALPERT

Regional Director

National Labor Relations Board

24 School Street

Boston 8, Massachusetts

ANSWER OF RESPONDENT INTERNATIONAL TYPOGRAPHICAL UNION

Case No. 1-CB-429

Comes now the International Typographical Union and for answer to the complaint herein filed states:

1. The allegations of Paragraphs I, II, III, IV, and V are admitted.
2. The allegations of Paragraphs VI, VII, VIII, IX, X, XI, XII, XIII and XIV are denied.

Further answering, defendant says that any labor dispute presently existing is the direct result and consequence of unfair labor practices engaged in by Haverhill, including discrimination against the members of Local Union No. 38 in violation of Section 8 (a) (3) of the Act; refusals to

bargain collectively in good faith in violation of Section 8 (a) (5) of the Act; and others.

Respectfully submitted,

S. GERHARD VAN ARKEL

Attorney for International

Of Counsel:

Typographical Union, AFL-CIO.

Van Arkel and Kaiser

1701 K Street, N.W.

Washington 6, D. C.

ANSWER OF RESPONDENTS

INTERNATIONAL TYPOGRAPHICAL UNION AND THE MEMBERS OF ITS EXECUTIVE COUNCIL

Case No. 1-CB-430

Come now the above-named defendants, and for answer to the complaint herein filed state:

1. The allegations of Paragraphs I, II, III, IV, V, and VI are admitted.

2. The allegations of Paragraphs VII, VIII, IX, X, XI, XII, XIII, and XIV are denied.

Further answering, defendant says that any labor dispute presently existing is the direct result and consequence of unfair labor practices engaged in by Worcester, including discrimination against the members of Local Union No. 165 in violation of Section 8 (a) (3) of the Act; refusals to bargain collectively in good faith in violation of Section 8 (a) (5) of the Act, and others.

Respectfully submitted,

S. GERHARD VAN ARKEL

Attorney for International

Typographical Union and Members
of its Executive Council.

Of Counsel:

Van Arkel and Kaiser

1701 K Street, N.W.

Washington 6, D. C.

**ANSWER OF RESPONDENT INTERNATIONAL
TYPOGRAPHICAL UNION; LOCAL 38**

Case No: 1-CB-429

Come now the International Typographical Union; Local 38 and for answer to the complaint herein filed states:

1. The allegations of Paragraphs I, II, III, IV and V are admitted.
2. The allegations of Paragraphs VI, VII, VIII, IX, X, XI, XII, XIII and XIV are denied.

Further answering, defendant says that any labor dispute presently existing is the direct result and consequence of unfair labor practices engaged in by Haverhill, including discrimination against the members of Local Union No. 38 in violation of Section 8 (a) (3) of the Act; refusals to bargain collectively in good faith in violation of Section 8 (a) (5) of the Act, and others.

Respectfully Submitted

s/ROBERT M. SEGAL

Attorney for International
Typographical Union Local 38,
AFL-CIO

Of Counsel:

Segal & Flamm
11 Beacon Street
Boston, Mass.

**ANSWER OF RESPONDENTS INTERNATIONAL
TYPOGRAPHICAL UNION LOCAL 165 AND
ITS SCALE COMMITTEE**

Case No. 1-CB-430

Come now the above-named defendants, and for answer to the complaint herein filed state:

1. The allegations of Paragraphs I, II, III, IV, V, and VI are admitted.

2. The allegations of Paragraphs VII, VIII, IX, X, XI, XII, XIII, and XIV are denied.

Further answering, defendants say that any labor dispute presently existing is the direct result and consequence of unfair labor practices engaged in by Worcester, including discrimination against the members of Local Union No. 165 in violation of Section 8 (a) (3) of the Act; refusals to bargain collectively in good faith in violation of Section 8 (a) (5) of the Act, and others.

Respectfully Submitted,

s/ ROBERT M. SEGAL

Attorney for International
Typographical Union Local 165
And Its Sole Committee

Of Counsel:

Segal & Flamm
11 Beacon Street
Boston, Mass.

STENOGRAPHIC RECORD OF PROCEEDINGS

[CA No. 58-203 A]

March 5, 1958

[2] Mr. Serot: Because the last contract expired in 1947, and 1947 is prior to the Statute of Limitations which applies to us. So I am eliminating all reference to that in our petition.

I move to amend and strike subparagraph 5, which appears on Page 7, because, as your Honor knows, they have withdrawn that demand since the bargaining, since the strike began.

JOHN WESLEY RUSS, *Suorn*

Direct Examination by Mr. Serot

[3] Q. Will you please state your full name? A. John Wesley Russ.

Q. Where do you live? A. Sweethill Road, Plaistow, New Hampshire.

Q. Are you associated with the Haverhill Gazette Company? A. Yes.

[4] Q. In what capacity? A. As President and Treasurer.

Q. How long have you been associated with them in that capacity? A. Since February of 1955.

[11] Q. Will you tell the Court what you told the union was your objection to Section 8 of their proposal? A. Acceptance of this clause would automatically include other clauses, which were also objectionable.

[12] Q. What did you tell the union were the objectionable clauses? A. Article 1, Sections 5 and 6.

Q. Article 1, Sections 5 and 6 of what? A. Of the proposed agreement.

Q. Mr. Russ, did you inform the union—please look at Section 8 of the contract—did you inform the union that the company objected to agreeing to Section 8 of the contract? A. Yes.

Q. Did you tell the union the reasons for the company's objection? A. Yes.

Q. Will you tell us what you told the union was the reason the company would not agree to Section 8 of the contract? [13] A. The company had no participation in the forming of the laws which they wished to govern us.

Q. What laws do you refer to? A. The General Laws of the union.

Q. You are referring to the provision relating to "The General Laws of the International Typographical Union, in effect January 1, 1956," I believe it reads. A. This one reads 1956. There may be some typographical error.

Q. [continuing] "not in conflict with law, shall govern relations between the parties on those subjects concerning which no provision is made in this contract." Is that what you are referring to when you say you objected to the inclusion of the General Laws? A. Yes.

Q. Did the union, when the company objected, withdraw that proposal? A. No.

Q. Has the union ever withdrawn that proposal? A. No.

The Court: That is, you told us, the only objection you made to Paragraph 8 or Section 8?

Mr. Serot: I'm sorry, I didn't hear.

The Court: I am asking the witness whether he has told us all the reasons, or the only reason, whatever it may be, as to his expressed objection to Section 8.

[14] The Witness: They can vote new laws which also would govern us in various clauses in which we have no voice.

The Court: You told them that was an objection?

The Witness: Yes, sir, your Honor.

[17] Q. Did the company have any employees operating those machines? A. Yes.

Q. Did the company have any classifications, and I am continuing to read from Section 5, of "operators of all phototypesetting machines (such as Fotosetter, Photon, Linofilm, Monophoto, Coxhead Liner, Filmotype, Typo, and Hadego)"? A. No.

[20] Q. Continuing with Section 5, did the company at

that time have "employees engaged in proofing, waxing and paste makeup with reproduction proofs"? A. No.

Q. Did it have any such classifications for employees?

A. No.

Q. Did the company have any employees engaged in "processing the product of phototypesetting machines, including development and waxing"? A. No.

Q. Did it have any such classification of employees? A. No.

Q. Did the company have employees engaged in "paste makeup of all type, hand lettered, illustrative, border and decorative material constituting a part of copy"? [21] A. No.

Q. Did it have any such classifications? A. No.

Q. Did the company object to Section 5 of the union's contract proposal? Did it make any objection to the union during the negotiations? A. Yes.

Q. Will you tell us what objection was conveyed to the union? A. We objected to including in the contract machines and [22] processes and work of which we had little, if any, knowledge, and didn't intend to introduce in the near future.

Q. Did the company make any statement with respect to bargaining in the event such processes were introduced? A. Yes.

Q. Did the company object to Section 5 of the union's in that connection? A. It would always be willing to discuss with them any new machinery or equipment.

The Court: That you would be willing to discuss the introduction of new equipment?

The Witness: Yes.

Q. When you said you told the union you would always discuss with them the introduction of new machines, were you referring to the actual introduction of the machines or to the manning of the machines?

Mr. Segal: Objection. I think we have gone along with this leading of the witness. I would rather at this [23] stage—

The Court: I don't think you are being hurt any.

Mr. Segal: That may be, your Honor.

Q. Mr. Russ, in the negotiations in which you participated—who else participated with you as a representative of the company? A. William Heath.

Q. Did you do most of the negotiating or did Mr. Heath do it? A. I would say he did most of the talking.

Mr. Serot: I have no further questions of Mr. Russ.

Cross-examination by Mr. Segal

XQ. Mr. Russ, have you been in the composing room yourself in 1957? A. Yes.

XQ. Can you tell us what is ruling that is referred to in Article 5? A. I don't believe I understand the question.

XQ. The question is, you said you weren't doing ruling. I wonder if you can explain to the Judge and myself what ruling is that you weren't doing, if you know? A. I don't think I can.

XQ. You mentioned that there was a series of collective bargaining meetings between the union and the company in 1957, is that right, Mr. Russ? [24] A. Yes.

XQ. As a matter of fact, it actually started in December of 1956, didn't it, this series of meetings relative to this proposal? A. Yes.

XQ. So there was one in December of 1956? Do you recall that one? A. Yes.

XQ. And a proposal was given to the company at that time by the union representatives? A. Yes.

XQ. The proposal was the same as the one you have in your hand, or different, that has been marked as Exhibit 1? A. There were differences.

XQ. Do you recall the differences? A. The wages were different.

XQ. The wages were different. The period of time different? The term of the agreement, in other words? A. I believe so.

XQ. In other words, there was a difference in wages, a difference in the term, you believe, and maybe other differences, do you recall? A. I can't recall them without comparing them.

XQ. At that meeting the union came to you people, and when I say "you" I mean management, and asked you to negotiate a [25] contract, is that correct? A. Yes.

XQ. The union presented proposals which you say are basically the same as the ones you have in your hand now with one or two exceptions, is that correct? A. Without making a detailed comparison I would say they are substantially the same.

XQ. As a matter of fact, at that first meeting, which was in December of 1956, didn't you tell the union you wouldn't sign a contract that had changes in it? A. I don't recall that.

The Court: That did have changes?

Mr. Segal: That had changes in it compared to something they had in existence in 1957.

XQ. Do you recall that? A. I don't recall that.

XQ. When that meeting broke up you had another meeting several days later or sometime in 1957, do you recall? A. Yes.

XQ. At the meeting in 1957 was there discussion of the

proposals that you have in front of you or similar proposals, do you recall? A. I believe so.

XQ. You told us the objections you had to the proposals in so far as there were discussions, is that correct, so far? A. I believe so.

[26] XQ. You said, I think, that you objected to Article 1, Section 8, for the reasons you have already given, is that right? A. Yes.

XQ. Section 5? A. Yes.

XQ. You objected to 6, did you? A. Yes.

XQ. Those were the three areas you objected to at that meeting and subsequent meetings, is that correct? A. Yes.

XQ. You had a series of subsequent meetings, I think you have agreed, is that correct? A. Yes.

XQ. Did you agree with the union to give them the \$105 that is in Article 4, Section 4,—the \$109.55? A. That particular price was not interjected until November of 1957.

XQ. All right. Let's go back a little. Prior to that it was proposed to give, the union's proposal called for how much? A. \$97.

XQ. Did you agree to give them \$97? A. No.

XQ. While we are on that same Article 4, did you agree to give them, let's say, Section 8, Blue Cross-Blue Shield benefits? [27] A. They were never discussed.

XQ. The company didn't agree to give it to them, did they, if they were not discussed? You hadn't agreed to give it? A. There was no discussion.

XQ. Did you agree to give them number 10 in the same section on Severance Pay? A. There was no discussion.

XQ. Number 11, did you agree to give them the Pension Plan? A. There was no discussion.

XQ. Did you agree to give them increased vacations that they were proposing? A. There was no agreement.

XQ. There was no agreement. By that you mean you did not say Yes to that particular proposal, is that right? A. Yes.

XQ. When I say you, I mean that management did not say Yes. Is that right? A. We didn't agree.

XQ. You didn't agree. Did you agree to the Overtime provision the union asked for in its proposal? A. There was no discussion.

XQ. Did you agree to the Sick Leave proposal in subsection (k) of Section 10 of Article 2? A. There was no discussion.

XQ. Did you agree to the Holiday provisions the union had [28] proposed? A. There was no discussion.

XQ. When you say there was no discussion, do you mean to tell us the company had agreed itself to give them all this? A. In any of the meetings the discussions were hinging on other parts of the contract, and we never did get to discussing these because of the element of time.

The Court: What dates are you including in your answer, Mr. Russ?

The Witness: I am including all the meetings.

The Court: This is through November?

The Witness: Through November. The bulk of the discussion was on subjects other than what he has mentioned.

XQ. I mentioned vacations. You told us there was no discussion of vacations.

The Court: Excuse me. He said there was no agreement on vacations. That is the one exception he made, either consciously or unconsciously.

XQ. Let me take these up. Holidays. You mentioned there was no discussion of that, am I correct? A. No discussion of holidays as such.

XQ. Was there a discussion of vacations? A. Yes.

XQ. Did the company agree with the union's proposal on vacations? A. No.

[29] XQ. As a matter of fact, didn't the company want to take away Slide Days? A. Not take away.

XQ. Was there a practice of slide days at the company in 1957? A. Yes.

XQ. Will you tell us what a slide day is, what the practice was? A. We observed ten legal holidays. Every man is paid for the holiday, Slide Day. If a man's regular day off falls on the holiday, he was given an additional day off with pay, or if he worked he was paid at premium rates.

XQ. That was the practice in 1957? A. Yes.

XQ. The union proposal on that was what, Mr. Russ, do you recall? A. On the slide day?

XQ. Yes. A. To continue it.

XQ. The company wanted to do what with the slide day? [30] A. To bargain.

XQ. You mean they wanted to bargain about the slide day? A. No. They would give an additional week's vacation with pay in exchange for the slide day.

[31] XQ. You made known to the union the company's proposal on slide days and vacations? A. Yes.

XQ. Was there any agreement on that from the union? A. No.

XQ. Except for those areas you have already told us about, and this new area that has now been introduced, there was no discussion of the other issues I have mentioned earlier, is that correct? A. We never got to the discussion of those issues.

XQ. You never discussed the rest of the contract, in other words, the contract proposals, is that correct? A. Yes.

The Court: Let me see if I have this correct. The discussions, with the exception of this small item relatively

speaking of Slide Days, an extra week for vacation, the only [32] thing that was discussd was Article 1, Sections 5, 6, and 8?

XQ. Is that right, Mr. Russ? A. Yes.

XQ. In all these discussions that started in December of 1956 and went to the time the union went on strike in November of 1957, did the company ever make a written proposal to the union? A. No.

XQ. During these negotiations did the company in January of 1957 and again in July of 1957 unilaterally change the wage rates?

XQ. In January of 1957, after negotiations had started in December of 1956, did the company in January of 1957 change the wage rates at the plant? A. Yes.

XQ. With regard to the composing room employees? A. With regard to all employees.

XQ. Again in July of 1957 did the company again change the wage rates? A. Yes.

XQ. This was done by changing the wage payments in the week in which the change was made, is that correct? A. Yes.

XQ. You didn't send any notice to the union on this change in [33] January of 1957, did you? A. No written notice.

XQ. No written notice in July of 1957 also, is that correct? A. Yes.

XQ. Was there oral notice to the union or union representatives in January of 1957? A. I don't recall.

XQ. In July of 1957 was there any oral notice to the union? A. I don't recall.

XQ. To the best of your knowledge there was no notice to the union, is that correct? A. There is a possibility they could have been told.

XQ. You don't know of any notice? A. I don't know of any notice, no.

XQ. Mr. Russ, during the negotiations did the union raise the question of wages in November of 1957? A. In November?

XQ. Yes. Did the company tell—what did the company tell the union about wages, when the union raised it during its negotiations? A. The union raised the wage question at the conclusion of the meeting, and there was no further discussion because they left.

[35] XQ. During the negotiations subsequent to May of 1957 did the union raise the question of wages? A. Yes.

XQ. Did the company tell the union that it could not discuss wages at this time? A. No.

XQ. What did the company tell the union at that meeting? A. We always told them we were very willing to discuss wages, [36] hours and working conditions.

XQ. Discuss wages. Did you discuss wages after you made that statement? A. The discussions had hinged on other subjects, and little time was left to discuss wages in these meetings.

XQ. Is it fair to say the company did not discuss wages at these meetings? A. Other than mention it?

XQ. Yes. A. There was mention of it; no gross discussion.

XQ. What did the company say on wages, if you know?

[37] *Cross-examination by Mr. Van Arkel*

[38] XQ. I believe when Mr. Serot was examining you, you stated that your objection as expressed to the union to Article 4, Section 8, dealing with the General Laws, was that this was another way of getting into the contract the

provisions of Article 1, Section 5, dealing with Jurisdiction, and Article 1, Section 6, dealing with Foreman, of the contract. A. That is a correct impression, yes.

XQ. That is to say certain of the General Laws were defined, Jurisdiction is defined in Article 1, Section 5, is that correct? A. That is my impression.

XQ. Certain of the laws would have contained the same requirements with respect to Foreman as are contained in Article 1, Section 6? A. That is my impression.

XQ. So is it a fair inference from your testimony that the company's objection, as expressed to the union, with respect to the General Laws clause, was merely a reiteration of the position they had taken with respect to Article 1, Section 5, [39] and Article 1, Section 6?

A. Yes.

XQ. I believe you also testified that one of the objections you expressed to the union to Article 1, Section 8, was that the union might change its laws during the life of the contract and you would have no voice in that, is that correct?

A. Yes.

XQ. Did the union point out that the contractual language stated, and I am reading from the agreement, "The General Laws of the International Typographical Union, in effect January 1, 1956"? A. There was no specific pointing out to my knowledge in these presentations as to specific dates.

XQ. I take it you had this language before you at that time, did you not? A. Yes.

XQ. Did you not read that language as meaning that only those laws of the union as they appeared on January 1, 1956, should be effective during the life of the contract?

A. Will you repeat the question, please?

XQ. Did you not read this language stating "The General Laws of the International Typographical Union, in

effect January 1, 1956" to mean that only the laws as they appeared on January 1, [40] 1956, would govern during the life of the contract? A. Yes.

XQ. So that if you expressed that objection to the union, there was no basis in fact for it, was there? A. No.

XQ. Prior to November 20, 1957, Mr. Russ, had the Foreman of your composing room been a member of the International Typographical Union? A. Yes.

XQ. For how many years, do you know? A. Not the exact number, but for several years.

XQ. A substantial number of years? A. Yes.

XQ. Had the company to your knowledge ever made any effort to replace the union foreman with a foreman who was not a member of the union? A. No.

XQ. Did the company have any objection to the foreman being a member of the union? A. Not this foreman.

XQ. Not this foreman. Had it been the practice of the company in the past to select the foreman of its composing room from among those persons employed in its composing room? A. Yes.

XQ. Had those employed in the composing room been members of [41] the International Typographical Union? A. Yes.

XQ. What had been the practice with respect to hire of new employees in the composing room? First let me ask you this: Did the foreman do the hiring? A. That was within the realm of the Mechanical Superintendent.

XQ. You are unfamiliar with those practices? A. I am familiar with some of them.

XQ. Would you, for instance, ever interview any applicants for employment in the composing room? A. No.

XQ. Do you know whether Mr. Heath did? A. I think he may have.

XQ. Do you know whether or not the foreman made recommendations to Mr. Heath with respect to persons who

were to be hired in the composing room? A. I think he may have.

XQ. Did the foreman have general supervisory powers with respect to the discharge of employees in the composing room? A. Yes.

Redirect Examination by Mr. Serot

[42] Q. When was the last negotiating session with the union that you attended? When was it held? A. Late in October of 1957.

Q. Did you attend any of the meetings in November? A. If the November meetings consisted solely of employees, yes. I could relate the last meeting as late in October.

[43] Q. October was the last negotiating meeting with the union that you attended? A. That I attended, yes.

Q. Do you know whether there were negotiating meetings in November? A. Yes.

Q. Who represented the company in those meetings? A. The Manager and Associate Manager of the New England Daily Newspaper Association.

Q. At the last meeting you attended did the union vary its position at all with respect to its proposal, with respect to Sections 5, 6, and 8 of its proposal? A. No.

FRANK E. PHILLIPS, SWORN

Direct Examination by Mr. Serot

Q. What is your name and address, please? A. Frank E. Phillips, 10 Dennison Road, Worcester, Mass.

Q. What is your occupation, Mr. Phillips? A. Manager of the New England Daily Newspaper Association, Incorporated.

[44] Q. Did you represent the Haverhill Gazette Company in any negotiations in 1957, any contract negotiations with the Respondents here? A. Yes.

Q. Did you attend any of the negotiating meetings in 1957? A. None prior to the one which I thought you were speaking of first.

Q. What is the first date in 1957 you attended a negotiating meeting on behalf of the Haverhill Gazette? A. November 20th.

Q. 1957? A. Right.

Q. Was the company represented by any other person besides you at that meeting? A. Mr. William B. Parry was with me, Associate Manager of the Association.

Q. Was there any other company representative present? A. No.

Q. Who represented the respondents at that meeting? A. First Vice-President Charles M. Lyon, and International Representative William Lamothe.

Q. Any other union representative present? A. No.

Q. You told us that Mr. Lyon was the First Vice-President. The First Vice-President of what? [45] A. The International Typographical Union.

Q. Mr. Lamothe is the International representative of the same union? A. That's right.

Q. Did you have with you a copy of the contract, the proposed contract which the union had submitted to the company, marked Petitioner's Exhibit 1? A. Yes.

Q. Did you discuss that proposal with the union representatives at that meeting? A. No. I was shut off from such discussion.

Q. You say you were shut off? A. Yes.

Q. Will you tell the Court what you mean by being shut off? A. I offered Mr. Lyon, after telling him we would be glad to have a contract, offered to give him a full legal counter-proposal. Mr. Lyon in effect, or he said in effect—what I mean regard as legal and what he might regard as legal would disagree. I said, "Now at least we are in agreement." He said to me then, and all that he said, "You

needn't waste your time. I'm going to pull them out." He left the room, and did pull them out.

Q. Did pull whom out? A. The employees of the composing room.

[46]. Q. Was there any other discussion at that meeting at all with respect to a collective bargaining contract? A. No, sir.

[49] *Cross-examination by Mr. Van Arkel*

XQ. Had you known Mr. Lyon previously, Mr. Phillips? A. For about thirty years.

XQ. Had you been in previous negotiations with him in the newspaper industry? A. Many times.

XQ. Had you in these previous negotiations given Mr. Lyon your views on what might be legal in a contract and what would not be legal in a contract? A. We had exchanged views, yes.

XQ. Had Mr. Lyon in those earlier meetings explained to you what his idea was as to what might be lawful in a contract and [50] what might not be? A. Yes.

XQ. I take it from your description of this conversation there was a fairly wide disagreement between you and Mr. Lyon as to what was a lawful contract and what was not? A. He suggested that. I agreed with him.

XQ. Had there in fact been prior to this meeting a wide area of disagreement between you and Mr. Lyon as to what might be lawful in a contract and what might not be? A. I so considered it.

XQ. I take it, you understood Mr. Lyon felt the same way about it; that is, that he also considered there was a wide disparity between your views? A. I would think so.

XQ. Had you specifically in these previous discussions with Mr. Lyon mentioned to him what particular propo-

tion of International Typographical Union agreements you considered to be unlawful? A. Well, sir, I would like to answer it this way. It goes back so many years, I don't recollect which ones in toto that I have, we have disagreed on.

XQ. Had you told Mr. Lyon that in your view the laws clause, for example, was illegal? [51] A. Yes.

XQ. Had you told him that you thought the Jurisdiction section in the International Typographical Union contract was illegal? A. I told him it was unacceptable, and that the striking for it would be illegal, in my opinion.

XQ. Had you told him that you thought the contract clauses dealing with Foreman were unlawful? A. Yes.

XQ. You had? A. Yes.

XQ. Had you suggested to him that the contract clauses which dealt with the employment of Journeymen and Apprentices were unlawful? A. I do not remember.

XQ. Had you suggested to him that the contract clauses dealing with Struck Work were illegal? A. I would say probably not. I doubt if I mentioned that.

XQ. Well, in any event, Mr. Phillips, would it be a fair inference that when you told Mr. Lyon you would give him a lawful contract, Mr. Lyon would understand that to mean a contract not containing provisions which you have here mentioned that you felt were unlawful?

[52] A. Will you give me the gist of it again?

XQ. In the course of this conversation that you had with Mr. Lyon on November 20th when you told Mr. Lyon that you would give him a lawful contract, did you understand that Mr. Lyon would understand that to mean a contract not containing these provisions which you have said here were in your judgment unlawful?

XQ. As I understand the conversation, Mr. Lyon com-

mented that your understanding and his understanding of what would constitute a legal contract would be very different, is that correct? A. That's what he said good naturedly.

XQ. You, therefore, I take it, understood that remark of Mr. Lyon to mean Mr. Lyon was still standing on the agreement [53] which had been previously submitted?

A. I think it's fair to assume that I did, yes.

XQ. This for the reasons you have told us here was an agreement that you were unwilling to accept on behalf of the company, is not that correct? A. I think that was a fair assumption. I didn't mention the agreement at all.

[55]

WILLIAM H. HEATH, SWORN

Direct Examination by Mr. Scott.

Q. Will you tell us your full name and address? A. William H. Heath, 91 Hazeltine Street, Bradford, Massachusetts.

Q. What is your occupation, Mr. Heath? A. Editor and Mechanical Superintendent of the Haverhill Gazette.

Q. How long have you been occupying that position? A. I have been Mechanical Superintendent for fifteen years and Editor for thirty years.

[57] Q. The contract under discussion prior to November 8, as well as the one you have before you, contained the same Section 5 of Article 1, did it not? A. I think it did precisely.

Q. Did the company take any position with respect to that proposal? A. It did.

Q. What did it tell the union was its position with respect to that proposal? A. The representatives of Management told the union it was opposed to granting jurisdiction to the union over processes which it did not have in use and did not contemplate using in the foreseeable future.

Q. Did the company maintain that position throughout the meetings in which you participated? A. It did.

Q. Did the union withdraw that proposal or offer to amend it? A. It did not.

Q. The last meeting you had with the union was on November 8? A. Yes.

[58] Q. At the close of the meeting of November 8 had the union varied from its position with respect to Section 5 of Article 1?

The Witness: They had not.

Q. Did the company in the negotiations in May and October and through November 8 take any position with respect to Section 8 of Article 1 of the Union's proposal? A. It did.

Q. Will you tell us what they told the union was the company's position? A. The company opposed the inclusion of Article 8 in an agreement.

Q. Did the company inform the union as to why it was opposing the inclusion of that article of that section? A. Yes.

Q. Will you tell us what the company informed the union were its reasons? A. Yes. The principal topic of discussion had been jurisdiction from the beginning to the end of the meetings. As we [59] understood the union laws, if you accepted the union laws you accepted jurisdiction. In other words, our feeling was Article 5 could be eliminated, Article 8.

Mr. Segal: I think the question was, your Honor, what they expressed to the union.

The Court: Please pay attention, Mr. Heath, to the question. Don't include other matters. The question was: What did the union say? You have been telling us what you felt.

The Witness: I was asked what the company's position was.

Q. What did the union tell the company? I mean, what did the company tell the union was the reason for its objection? A. That's what I'm trying to tell you, sir.

Q. Tell us what you told the union. A. That's just what I said.

The Court: You said what you felt.

The Witness: That's what he told the union.

The Court: If you told the union you felt something, all right. Please make it clear.

The Witness: In what way, your Honor, did I fail to make it clear? I'll endeavor to rectify it.

The Court: When you tell me you felt something, I don't know whether that means you secretly felt it or whether you said it to the union.

[60] The Witness: I said to the union, "It's the company's opinion that accepting the union laws is tantamount to accepting jurisdiction;" that we opposed the jurisdiction for three reasons in particular.

Q. Did you tell the union what the three reasons were? A. We did.

Q. Tell us what you told the union. A. In the first place, we told the union that in the opinion of management the assignment of personnel to machines and processes was the responsibility primarily of management and not of the union. Secondly, we told the union that in management's opinion agreeing now to employ ITU members at some future date to operate processes and machines not now in use by the Haverhill Gazette Company would expose the company to conflict with other unions that might have an even better claim to jurisdiction over those processes than the ITU.

Thirdly, we told them that these processes were revolutionary in nature, and that it would be foolhardy and imprudent for management now to say that such and such a union is going to supply operators of these processes, be-

cause when they came into being such a completely different situation might exist that that particular type of personnel would not be appropriate.

[61] The Witness: Well, my third reason is the development of my first reason, your Honor, that these are new processes, new methods, new techniques, in some instances revolutionary.

The Court: All right. That is a sufficient answer, if that is what you mean.

The Court: All of these reasons relate to objections to Section 5, which you say you raised again as objections to Section 8, because you thought it got you back to Section 5. Did you express any objection to Section 8 that was independent of Section 5?

The Witness: I had no occasion to, your Honor, because discussions between management and the union almost exclusively hinged on the issue of jurisdiction.

The Court: All right.

Q. On November 8, which you said was the last meeting you attended, who was present representing the respondents? [62] A. I don't recall the identity of all the members of the union who were present, Mr. Serot. I remember Mr. Ragazio, the President of Local 38. I don't recall the identity of all the others.

Q. Was there a discussion with respect to the provisions of the contract proposals submitted by the union at that meeting? A. At that meeting? No.

Q. Was there a discussion as to a continuation of the negotiations after the close of that meeting? That is, was there any discussion during the meeting as to whether or not the negotiations should be continued thereafter? A. Yes. The union spokesman announced that the union proposed to transfer negotiations to the International level by call-

ing in their International representative, and they assumed that management in accordance with its policy would wish to call in the representatives of the New England Daily Newspaper Association to meet with the union's International representative.

Q. Did you thereafter, after that meeting, take any action with respect to arranging to be represented at future meetings? A. While the union committee was still in my office I wrote a letter to Mr. Phillips explaining the latest development in the negotiations.

Q. Then at the following meetings do you know who represented the company at the meetings after November 8? [63] A. Mr. Phillips and Mr. Parry to the best of my knowledge.

Q. No other company representatives, so far as you know, appeared? A. That's right, none.

Q. Mr. Heath, in the meetings of May and October at which there was discussion, I think you told us that most of the time was taken up with respect to jurisdiction, Section 5 and Section 8 of Article 1 of the union proposal, did the union tell you what their position was with respect to those two provisions? A. Yes.

Q. Tell us what they said. A. As I recall it, the union spokesman argued that it was in the interest of the company that they sign a closed shop agreement with the union for these new processes.

Q. Was there anything else they said that you can recall now? A. Well, they amplified it. I don't recall the details.

[64] *Cross-Examination by Mr. Segal*

XQ. Mr. Heath, as I understand it, there wasn't any discussion of wages at any of these meetings you were present at? A. No specific discussion in the sense of dollars and cents taken up.

XQ. There was some reference to wages, was there?

A. Yes.

XQ. As a matter of fact, you made reference to wages, did you not? A. I might have.

XQ. Well, do you recall making a statement to the effect on wages that the Haverhill Gazette Company wage policy has been simply this: To distribute among the employees the largest possible share of company revenue consistent with prudent management. This is a company policy that is not subject to alteration through requests or demands or pressures from any group of employees. Do you recall that statement?

[65] A. Mr. Segal, I have said that. I don't know whether I said it in the immediate negotiation or not. But I have said that.

XQ. During these immediate negotiations you think you said something like that? A. I might have said that. I don't recall.

XQ. That has been the company's position during these negotiations, has it not, as to wages? A. The widest possible distribution in terms of prudent management. I have said that time and time again.

XQ. Not subject to alteration through request or demand or pressure from any group of employees, is that right? A. That is an extra refrain I don't commonly use, but I have used it.

XQ. You used it during these negotiations? A. That I won't swear to, but I have used it.

XQ. And you have used it in the meetings with the people from the International Typographical Union Local 38? Did you not? A. I said I have used those words, but whether in these immediate negotiations I do not recall. I might have used it with the International Pressmen's Union, Mr. Segal, for all I know. We have a contract with them.

XQ. Mr. Heath, as I understand it, you objected to the payment of full premiums for Blue Cross-Blue Shield during this negotiation, is that correct? [66] A. We have paid half or 60-per cent. That has been our policy. And we objected to changing it, yes.

XQ. And in terms of the Pension Proposal, you have a bonus plan, I believe, is that correct, profit-sharing? A. We have a profit sharing trust.

XQ. You objected to the Pension Plan because of your profit-sharing plan? A. I don't recall any particular discussion, any discussion of Pension Plan with the Typographical Union. I discussed those with the Pressmen. I don't want to get mixed up with the Pressmen, because a discussion with the Pressmen and a discussion with the Typographers is quite different.

XQ. With regard to the negotiations with the Typographical Union in October and November, 1957, do you recall any mention of a Pension Plan? A. I do not.

XQ. They were in the proposals, were they not, Pension Plan proposals? I call your attention to Article 4. [67] A. Section 11, Article 4.

XQ. You don't recall any conversation where you pointed out that the profit-sharing plan took care of that? A. I don't, no.

XQ. Do you recall discussions about vacations? A. Yes, sir.

XQ. Can you tell us what you said about vacations? A. Yes, sir. We have a policy of three weeks vacation for employees of ten or more years standing. This doesn't apply — did not apply to the composing room employees, because only the composing room employees had the Slide Day, and the company did not think it would be equitable to apply the three weeks vacation to the composing room employees unless they gave up the Slide Day.

XQ. Management made that as a proposal orally during the negotiations, is that right? A. Well, we made that as a condition to the union's proposal for a three weeks vacation.

XQ. In other words, as a condition precedent to the union's proposals on vacations, the company asked that they give up Slide Days, is that right? A. The position of the company was it wouldn't grant both the three weeks and the Slide Day.

XQ. The company never varied from that position during the negotiations? [68] A. No.

XQ. As a matter of fact, the company didn't vary from its position on jurisdiction during the entire negotiations, did it? A. No.

XQ. It did not vary from its position on wages during the negotiations? A. There was no discussion of wages.

XQ. Blue Cross-Blue Shield; the company had the position you gave us a minute ago and it never varied during the entire negotiations? A. There was no particular discussion of it either.

XQ. There was no discussion? A. No special discussion. It was just brought up and passed off.

XQ. The company said No, did they? A. It continued the same policy.

XQ. That was it's position through the negotiations, was it not? A. On the Blue Cross-Blue Shield, yes.

XQ. As a matter of fact, you gave no written proposals to the union at any time, is that correct? A. We offered one and we were scornfully rejected.

XQ. All right. Do you have a copy of the written proposals you gave to the union during these negotiations? A. I offered none. We offered one several years ago and we were laughed at. We proposed to offer one again this year [69] and we were scornfully turned down.

XQ. So that do I understand correctly that in the nego-

tiations of 1957 the company made no written proposals to the union? Is that a fact? A. That is correct.

XQ. All right. Do I also understand that the only proposal the company made relative to, shall we say, economic issues, was the one about vacations and holidays, is that right, or Slide Days? A. Slide Days. That's the only economic issue that was raised.

XQ. And the only proposal the company made. A. The only counterproposal.

XQ. Yes, that's what I mean. A. That's right, yes.

XQ. There was some discussion in the negotiations about the Foreman issue, was there not? A. Yes, there was some discussion of it.

XQ. As a matter of fact, did the company make the statement that they had no problem with the practice of the Foreman being a member of the union in the past? A. The company objected to the clause.

The Court: To the clause?

The Witness: They objected, the company objected in principle to the provision that the Foreman must be or shall be [79] a member of the union. We never made it a decisive issue.

XQ. In fact you even told the union that issue was unimportant "because we have had good relations"? A. I told the union that; yes, I never would make that a decisive issue because I was satisfied with the foreman we had and had no intention of making any change.

XQ. So that the real difference, as far as you were concerned, in the negotiations were just the problems of what you call Jurisdiction, is that correct? A. That was the basic issue from beginning to end, Mr. Segal.

XQ. Section 5 of the proposal contract of Article I? A. And management's interpretation of Section 8's relation to it.

XQ. Which you have already explained? A. Yes.

XQ. Excuse me. The question is: Those were the two basic issues, were they, as far as management's opinion is concerned. [71] A. They were; that's right?

The Court: Was Section 8 any different from Section 5, or were your objections just the same, that they amounted to the same thing?

The Witness: As I tried to explain, your Honor, our interpretation of the union laws clause was that if we accepted the union laws we automatically accepted jurisdiction.

The Court: Well, if you accepted Section 5 you automatically accepted jurisdiction.

The Witness: Yes, that's right, sir.

The Court: What I am asking is: Did you feel or did you say that Section 8 went further than Section 5?

The Witness: Section 8 naturally goes farther than Section 5 because it embraces much more than the laws affecting jurisdiction.

The Court: Yes, but I am not talking about all of the things that Section 8 might mean.

The Witness: No, I wasn't.

The Court: I am asking you what you were talking about to the union.

The Witness: I was concerned—

The Court: Your concern to the union, if I understood it, was that Section 8 and Section 5 were two ways of expressing the same thing that you didn't want to take.

The Witness: Jurisdiction, that is right.

[72] *Cross-examination by Mr. Van Arkel*

XQ. Mr. Heath, you said that there had been discussion at the meeting of November 8, was it, with respect to Article 1, Section 5, at which you were present? A. On November 8 was that very brief meeting, Mr. Van Arkel, at which

negotiations were transferred from the Local to the International level. There was no discussion.

XQ: You stated, if I understood you correctly on direct examination, that the union in the course of these discussions argued that it was in the company's interest to sign a closed shop agreement for these new processes; is that correct? A: Why, sure. The jurisdiction is a closed shop.

[73] XQ: Let me ask you: Did I correctly quote the testimony you gave on direct examination? A: Yes.

XQ: Now at what meeting was it that the union representative made this statement? A: I don't recall the particular date because it was an argument that was repeatedly made by union spokesmen.

XQ: Who used the words "closed shop"? A: At the meetings?

XQ: Yes. A: Nobody that I know of.

XQ: Those words were not used? A: No, not to my knowledge.

XQ: So that what you are saying now is that the union argued that it was to the company's interest to recognize union jurisdiction over these new processes, is that correct?

A: That is correct.

XQ: Why did they say this was in the company's interest? A: Well, I don't recall all the details, Mr. Van Arkel. Mr. Rigazio would remember that argument much better than I could. He delivered it quite eloquently.

XQ: I am pleased to hear that. But in order to refresh your recollection—first of all, did the union take the position that these processes described in Section 5 of Article 1, which you were not using, were substitutes for traditional

[74] composing room processes? A: Yes.

XQ: And was the union correct in that?

A: I don't know, Mr. Van Arkel, because some of these

processes are mysterious to me. I don't know what they— even the names of some of the machines I never heard of before, and one of them I can't pronounce.

XQ. Well, with respect to those that you do know about, Mr. Heath, were they or are they substitutes for traditional composing room work?

Mr. Serot: I make the same objection.

The Court: He may answer.

A. Yes. I think they are, Mr. Van Arkel. They bear the same relation to present processes as the linotype machine bore to the hand type, I assume, only more electronic.

XQ. In so far as you are unfamiliar with these processes described in Section 5 of Article 1, did you make any investigation to determine whether or not they were in fact substitutes for traditional composing room methods? A. No.

XQ. Did the union represent that they were? A. Why, I think they argued that they were.

XQ. In short, the union told you that these were all substitutes [75] for traditional methods of composing room operations? A. New ways of doing old things.

XQ. New ways of doing the same thing? A. That's right, or achieving the same result.

XQ. Yes. Did the union in the course of these negotiations take the position that if printing was to continue as a craft, or if the Printers' Union was to continue as a craft union it was necessary that they protect jurisdiction over such new and substitute processes? A. I don't recall it, but it sounds like a familiar statement.

XQ. Did they explain to you that these new processes which are substitutes for traditional processes could be better performed by printers than by others? A. That was their opinion.

XQ. Do you agree that that was a correct opinion? A. I couldn't agree to it, no.

XQ. Why not? A. Because there had been no demonstration of capacity to carry out these new processes. For instance, I don't know whether an engraver or a printer or a stereotyper or a lithographer is better—is the best to accomplish these new processes.

XQ. Well, for example, let me ask you this, Mr. Heath. Are you familiar with the Phototypesetting process? A. I know something about the theory. But I have never even [76] seen one of the machines in operation.

XQ. Do you know whether or not the phototypesetter uses a linotype keyboard? A. I understand it does.

XQ. Would it be your conclusion that a printer familiar with the operation of a linotype would be the most competent man to operate a phototypesetter?

A. I think I could put a Kellogg keyboard on it and a typist could do it.

XQ. I think we have already agreed it has a linotype keyboard. A. It has a linotype keyboard, yes.

XQ. And would you say that the union was unreasonable in taking the view or position that printers could do this work better than others? A. I would think they were until they had demonstrated the ability to do a superior job.

XQ. Was there discussion about their being given an opportunity to do this work? A. Not this particular work, no, not phototypesetter.

XQ. Not phototypesetting? A. No.

XQ. How about the other processes here described? A. Teletypesetter.

[77] XQ. Was there discussion about that? A. Yes, sir.

XQ. Was there discussion about some person represented by Local 38 becoming proficient in that work? A. About some persons in Local 38 becoming proficient in that work.

XQ. Had they in fact undertaken to do so? A. They had, at the invitation of the company, to prepare to qualify themselves to operate the teletypesetter.

XQ. So that, in so far as you have introduced substitute processes, the union members have shown a willingness to take the necessary training to become proficient in them?

A. I would say the company had shown its willingness to use local printers to do that work.

XQ. And by the same token the Local Union had shown its readiness? A. Yes. We had a very happy relationship in discussing those plans.

XQ. So what it came down to is that you were unwilling to commit yourself for the future? A. That is correct.

XQ. And the union strenuously urged that it was important from your point of view and from their point of view that you do commit yourself for the future, did they?

A. That's right. There is one point that you didn't make, [78] I think, Mr. Van Arkel, in the teletypesetter proposition. The company's proposal was contingent upon their demonstrating proficiency, which is the same standard naturally.

XQ. I take it that the union was perfectly willing to accept that as a condition? A. They accepted that as a challenge and said that they were confident they could do it.

XQ. The argument, therefore, as I get it in essence between you and the union came down to the fact that the union wished to have some guaranties for the life of the agreement with respect to any new or substitute processes which might be introduced and you were unwilling to give such guaranties, is that correct? A. We were unwilling to grant jurisdiction in the future.

XQ. In the course of these discussions on jurisdiction was there any discussion about the question whether or not the work specified in Section 5 of Article I was to be done by union men or non-union men at all? A. There was never

any mention of non-union men in the negotiations with the union, Mr. Van Arkel.

[79] XQ. In the course of these negotiations that you have described with the union was there any discussion at all about whether the work being done in the composing room until November 20, 1957, should be done by union men or by non-union men? A. I don't recall any, Mr. Van Arkel. I'm not sure I understand the question.

XQ. I am asking if this was a subject of conversation? A. I don't recall it.

XQ. Was there a subject of conversation with respect to the work not yet installed but which was under discussion for the future, the question whether it should be done by union men or non-union men, anything along those lines?

A. I don't recall any discussion of the union or non-union character of present or future personnel.

XQ. To your knowledge were all of the persons employed in your composing room members of the International Typographical Union? A. Yes.

XQ. How long have you been Mechanical Superintendent? A. Fifteen years.

XQ. In that period of fifteen years have you ever had a qualified non-union journeyman make application for a job in your composing room? A. I think that probably we have.

[80] XQ. You have had? A. Yes.

XQ. When was the last time? A. Well, I'm looking back a number of years, ten years or so ago when we published the New Hampshire Sunday News. I think that there probably were some printers from other cities, who were qualified journeymen, who applied for work, and who were admitted to Local 38. That is my recollection of what happened at the time. The members of Local 38 would remember that better than I.

XQ. And they went to work for the Haverhill Gazette then, did they? A. Yes. But they were members of Local 38 before they had been there.

XQ. Now outside of that episode involving the New Hampshire News, was it? A. The New Hampshire Sunday News.

XQ. Has any person to your knowledge claiming to be a competent journeyman printer applied to you for a job who was not a union member? A. I don't recall any, Mr. Van Arkel. Of course applications would be going—anybody looking for a job would go to the foreman. Although there may have been—if a man came into my office, a printer, applying for work, I would send him to the foreman.

[81] XQ. Did you yourself make it a practice to interview applicants for employment in the composing room? A. No. In fact, we didn't have many applicants for employment in the composing room.

XQ. Was this a matter that was left largely in the discretion of the foreman? A. It was left largely in the foreman's hands.

XQ. Well, then I take it, Mr. Heath, in the course of these negotiations with the Union, is my understanding correct that the words "closed shop" were not used in any of the discussions you had? A. I don't remember saying them out loud, Mr. Van Arkel.

XQ. You what? A. I don't remember saying them out loud.

XQ. Was there some discussion of the Apprenticeship provision in the proposed agreement, Mr. Heath? A. I don't recall any.

XQ. You don't recall any at all? A. No.

XQ. It has been the tradition in this industry for the union to accept a large measure of responsibility for the training of apprentices, has it not? A. Yes.

XQ. And did you have any objection to the way in which the apprenticeship program operated in your plant? A. No, none at all. We had an excellent program.

March 6, 1958

[1]

WILLIAM B. PARRY, SWORN

Direct Examination by Mr. Serot.

Q. Will you state your full name and address, please?

A. William B. Parry, 20 Johnson Avenue, Northboro, Massachusetts.

Q. What is your occupation, Mr. Parry? A. I am associate manager of the New England Daily Newspaper Association.

[2] Q. In that capacity do you on occasion engage in collective bargaining negotiations on behalf of newspapers?

A. I do.

Q. Did you represent the Haverhill Gazette in collective bargaining negotiations with the respondents in this case?

A. I did.

Q. When did you first meet with the union in collective bargaining negotiations? A. On November 20th.

Q. Of 1957? A. You mean in this instant case. On November 20th, 1957, with Frank E. Phillips, Manager of the New England Daily Newspaper Association.

Q. Were you the only two company representatives at the meeting? A. We were the only two company representatives at the meeting.

Q. Who represented the unions at that meeting? A. Mr. Charles M. Lyon, First Vice-President of the International Typographical Union; Mr. William Lamothe, International Representative of the International Typographical Union.

Q. Any other union representative present? A. There was not.

Q. Did you yourself participate in the discussion at that meeting? A. No, I did not participate in any discussions.

at that meeting, other than some formalities, "Hello." I met Mr. Lyon for the [3] first time prior to that, but no discussions on the contract.

Q. Did Mr. Lamothe participate actively in the discussions at that meeting? A. He did not either.

Q. In other words, the discussions were carried on between Mr. Phillips for the company and Mr. Lyon for the union? A. That's correct.

Q. Will you tell us, please, what Mr. Phillips said and what Mr. Lyon said with respect to negotiating a collective bargaining contract? A. Well, after the formalities were dispensed with Mr. Lyon asked Mr. Phillips if he had a copy of the proposed contract which the International—the proposed contract which had been submitted by the union. Mr. Phillips said that he had. And Mr. Lyon asked him, I think, if he had read it. Mr. Phillips said, "Yes," and that there were a number of clauses in the contract which he considered were illegal, and he would like the opportunity to give the union a legal counterproposal.

[4] Mr. Lyon stated to this effect, "What you might consider legal and what I might consider legal would be two different things." Mr. Phillips said, "I think, for once, Toby, we are in agreement." Mr. Lyon then said, "I am going to pull the boys out," and said good day. He and Mr. Lamothe left the room.

Q. Was that the end of the meeting that day? A. As far as our meeting with Mr. Lyon and Mr. Lamothe were concerned: yes.

Q. Where did Mr. Lyon go, did you see, when he left the room? A. When Mr. Lyon and Mr. Lamothe left the room, I left with them. They proceeded to the composing room where Mr. Lyon called the boys over to the side of the room. They left their work. I did not hear the conversation, I only know Mr. Lyon was talking with them, and about a minute later they all piled out of the composing room.

Q. Thereafter did you meet with the union representatives for purposes of collective bargaining negotiations?

A. I did.

Q. When? A. On November 21st, approximately 5.45 p.m., at the request of the Federal and State mediators.

Q. Was the company represented by any other person besides you? A. No; I represented the company.

Q. Who represented the unions at that meeting? A. Mr. Charles M. Lyon, International Vice-President; Mr. Wil- [5] liam Lamothe, President of the Local; Anthony Rigazio was there. Donald Boyd, and there were probably two or three other employees. I think one person by the name of Cahill. I can't recall the other two.

Q. I show you what I believe has been marked Petitioner's Exhibit No. 1 and has been identified as a copy of the contract proposal submitted by the union. Was there any discussion at that meeting with respect to the various provisions of that proposed contract? A. Yes. The Federal mediator, David Hillyer, and State mediator, William Dorrity, asked us, in view of the fact that there had been no discussion of all the various contract language the previous day, to go over this proposed agreement of the Typographical Union, section by section, and we proceeded to do so.

Q. Did you, at that time, have with you a copy of that contract? A. Yes.

Q. Did you make any notes on that copy? A. Very minor notes. Various sections, and I wrote in some language where we agreed to changes and I made some corrections where Mr. Lyon called my attention to various errors.

Q. With respect to Section 5 of Article 1 of the union's proposed contract, can you tell us what you said and what the union representative said as to the possibility of agreement or as to the status of negotiations at that time? [6]

A. Well, when we got to Section 5, I told the Federal and

State mediators and union that the company objected to the jurisdiction language. I explained that they were willing to recognize the language up to that point, which starts with these various new processes, but the company was completely unfamiliar with and had no idea or no plans whatsoever of introducing. Mr. Lyon did call to my attention that I knew some of these processes. I admitted I had seen Proton in operation and Fotosetter. I pointed out as an agent for the company I had no more knowledge than the company, for the purpose of negotiating this section.

We had a considerable discussion with regard to these various machines and with regard to other phases of this jurisdiction problem. I also pointed out, in claiming jurisdiction over all machines that cast—over all operators of perforating machines and recutting units for use of the composing room, that it would preclude the company using the present tape because the company at present uses tape that is perforated in Boston and is sent over leased wires of the United Press.

Q. You mean today or at that time? A. At the time the negotiations and the strike was going on they were using tape perforated in Boston by United Press, coming over the leased wires of United Press, and then being what you might call recut in the news room or off the news room of the paper. That they were also using tyro which is featured [7] tape or tape reproducing features that the company buys, which is actually cut in St. Petersburg, and under this jurisdiction language the union would prohibit the use of such tape if we accepted the language.

Mr. Lamothe told me that, well, to a certain extent they could take care of that. They would give us a counter-proposition on this tape which would allow us a choice of using a limited amount of this tape or—coming over the UP wires, such as they do in certain other places—or he would allow us to use—he would give us a clause which

would allow us to use all United Press tape which was not construed as features and for which no extra charges were paid.

I asked him about our continued use of Tapeo. We had a contract on that. And he said that would be prohibited absolutely.

Now, in this jurisdiction language, and we spent probably half to three-quarters of an hour on it, I also pointed out that it could quite possibly be, and might of my knowledge, that other unions were also claiming jurisdiction over some of the—some parts of the processes and we did have a photo engraving department; that while we had no contract with them, they certainly did stripping. In fairness to him, he pointed out what they were interested in was not losing any work for their members. I assured him that the Haverhill Gazette at no time planned to lay off any of their men based on these jurisdictions that might come in the future. They were ready to recognize the union as bargaining agent for composing room purposes, but the question in their mind and mine, in these new processes, what exactly were composing room processes and what weren't. The Federal and State mediators asked me to bring back to the next meeting some contract language which would guarantee that, and I agreed to do so.

Q. Was there any further discussion you can recall with respect to Section 5 of Article 1 at that meeting? A. I think that I have covered the gist of it.

Q. Was there any discussion at that meeting with respect to Section 8 of Article 1? A. Yes, there was.

Q. Can you tell us what you said and what the union representative said? A. I stated that the company objected to the inclusion of general laws of the Typographical Union in the contract. I beg your pardon. First Mr. Lyon called to my attention there was an error; that the date 1956 should actually—meant January 1st, 1957. We were

talking about the 1957 general laws, not the 1956. I frankly am not quite sure if there were many changes in the laws, but I told him the company's position; that they would not include general laws as such in the contract; that not only were they going to try to get in the back door with these general laws on these various jurisdictions, but the [9] contract also included—I mean the general laws also included many closed shop provisions which in my opinion were illegal and which we objected to.

[10] Now I don't know if it was my suggestion or if it was the Federal Mediator that moved in on this, but anyway as a result of that I offered, there were various conversations that I can't quite recall, I offered, I agreed there were many of the laws we had no objection to; and I offered to negotiate each law individually as a part of the contract, and in that manner we could take up each law; as we were taking up each of the contract clauses we could take up each of the laws and definitely state our objections, or whether we agreed to them. My suggestion was that they be then incorporated into the contract.

Mr. Lamothe said—I beg your pardon, Mr. Lyon stated that the laws of the International Typographical Union were not negotiable, and he would not take them up individually.

Now with respect to these laws, there was further discussion on them. And one of the points, Mr. Lamothe—I mean Mr. Lyon, had made was that there was a saving clause in the General Laws. I disagreed that the saving clause would be of much value in view of the fact that the laws prohibited—the contract language in Article 10 “Arbitration” prohibited the arbitration of the General Laws of the International Typographical Union, so that left up—

The Court: I am confused. You said the laws prohibited arbitration?

The Witness: Both the contract language here prohibited [11] arbitration, and actually the General Laws of the International Typographical Union prohibited arbitration of their laws. Therefore, the only recourse you had, if you decided that one of the laws was illegal and you didn't want to follow it, was to go to the Executive Board of the International Typographical Union for their decision as to whether or not in their opinion the laws were legal or illegal.

Q: Was anything else said with respect to Section 8 of Article 1 at that meeting? A: Well, Mr. Lyon agreed with me that the International Typographical Union laws were not arbitrable.

[12] The Witness: When I mentioned the closed shop provisions in the International Typographical Union General Laws, I think that is when he called this to my attention. Now by inference he did agree that there might be certain articles that were in conflict, and he pointed out there was a saving clause. That is when we had the discussion as to how we could get that—and that there would be no way other than going to the Executive Board of the International Typographical Union, which in my opinion might be biased as to whether there was a conflict or whether any of their laws were in violation of the law.

The Court: In other words, he didn't concede that any [13] of them were. He said that it was arguable and that that party would be the one that would determine it?

The Witness: Yes.

The Court: That you would have no say about it?

The Witness: By general law.

The Court: By general law?

The Witness: By both the general contract and the General Laws.

The Court: So that it would be impossible to define in advance to what extent the General Laws were not going to be incorporated into this contract because of this, what I might call, the savings clause?

The Witness: That is correct.

[14] Q. Was there any discussion at that meeting with respect to Article 2, Section 11?

A. I objected to the section and I objected to the section on the basis that it was quite possible the company could be made liable if any of their employees acted as an agent of the company in employing people to take their place discriminated between union and non-union men. They pointed out there was very little of this employment of substitutes; there weren't too many available, as I recall. But I said that nevertheless the contract which we contemplated would be in effect for at least a year and might go over a period of time when more substitutes were available, more people were looking for jobs, and as agents of the employer I thought we were, the company was going too far. It was the company's position that they were the employer of the employees.

Q. Was anything further said either by you or by the Union? [15] A. Mr. Lyon did state that "That's in all the contracts. Convenience." That all the contracts, all the approved contracts had it. Always wanted an approved contract. And that would have to be in there. I agreed that in a number of places I guessed it was in there, where they did have approved contracts. I wasn't arguing about that. But it was the employer's position here that he was the employer and that he didn't want his employees to act as his agents.

The Court: When you say they were "approved contracts," approved by whom?

The Witness: By the International Typographical Union. I might add that there might have been some reference to the General Laws with regard to that, as to the fact that a good union man would normally be expected, and I think by law required, to pick another union man as his substitute.

Q. What do you mean by "law," federal law? A. By the International Typographical Union law.

Q. Did the union make any reply or comment? A. Other than the fact that that language had to be in the contract to become an approved contract which, as Mr. Lyon said a number of times, "That's what the boys want."

Q. Did you inform the union at either of those two meetings the company was willing to continue to recognize the union as a representative of the employees for whom it had always—for whom it had been recognizing them as the bargaining agent? [16] A. What two meetings are you referring to? The meetings on the 20th and the 21st? There was another meeting on the 23rd.

Q. At the meeting of the 21st. A. Yes, that we were willing to recognize them as the bargaining agent.

Q. Yes. A. I did. And the State or Federal Mediator asked me to bring in language which we thought might be able to clear up this matter of jurisdiction; the fact the boys were worried about losing or having somebody else do composing room work, or I should put it, or losing the right to bargain over composing room work.

Q. The next meeting was held when? A. The next meeting was held on Saturday, November 23rd, about 10 o'clock.

Q. Who appeared as representative of the company? A. I appeared as the representative of the company.

Q. Who represented the union? A. There was Mr. Lyon, Mr. Lamothe, Mr. Rigazio, Mr. Boyd, a fellow by the name of Cahill.

[17] Q. With respect to Section 5, Article 1, did you at that meeting submit the language you had promised the Mediator at the previous meeting to submit? A. I did.

Q. What was the proposal you made? A. I noted it at the bottom here. "The Publisher recognizes the Union as exclusive bargaining agent for all employees of the Publisher engaged in composing room work and any dispute that arises as to what constitutes composing room work shall be subject to arbitration as provided for in this contract."

Q. Did you submit or make that proposal to the union at that meeting? A. On Saturday morning.

Q. November 23rd? A. November 23rd.

Q. Did the union accept or reject that proposal? A. Well, first there was discussion of it with regard to the arbitration language, with the exception of the last paragraph in Section 10 of Article 1, which we had accepted the previous night. At that time Mr. Lyon went through that, he noted there was no tie breaker, that is for the selection of the fifth [18] member, the odd man on the Board of Arbitration, and that it could be quite conceivable there could be a two and two vote that could tie up any decision, and we both agreed it would be better to select some form of tie breaker, such as a judge. I think I suggested the Chief Justice of the Supreme Judicial Court or a judge of one of the District Courts. So we agreed we would have to do something about that. And then Mr. Lyon, after discussing it, I mean in that manner, stated that he had to have the jurisdictional language that they had proposed, that first paragraph, the jurisdictional language that they had proposed.

[19] I asked him if he had to have it, how much comma, semicolon and period, and he said, yes.

Q. Was there any further discussion with respect to Section 5 of Article 1 or your counterproposal at that

meeting? A. No, that threw it out. There was no further discussion of it in that manner.

Q. Was there any discussion at that meeting as to Section 8 of Article 1 of the union's proposal? A. No.

Q. No further discussion? A. No, we had gone through the entire contract on Thursday night and we ended up about 10 o'clock. After bringing in this language we did have a general discussion as to what the issues were. We tried to put them together as to what was the basis of the strike, why the strike started and why it was continuing. The Federal mediators wanted us to see if we could get down to certain issues. Do you want me to go on?

Q. Yes. Did you get down to those issues? A. Yes. We outlined the following issues as to the basis on which the strike took place and was continuing. First was the limitation of, restriction of the use of teletype tape. The second was jurisdiction over new processes. And third was refusal of the employer to agree that the foreman shall be a member of the union, and the fourth was refusal of the employer to accept the general law of the International Typographical [20] Union.

Q. Who put those issues to the mediators? Was it the union or was it the company? A. It was a joint effort. I wrote them down as we discussed them. I know the Federal mediators did. I imagine the local union boys or Mr. Lamothe or Mr. Lyon. But these were as they were, and we read them out. There was no objection offered by anybody that these were not the basic issues.

Q. In connection with the issue as to the foreman being a member of the union, at either the meeting of the 22d or the meeting of the 23d, was there any discussion with respect to Section 6 of Article 1 of the union's proposal which relates to that demand? A. There was no meetings that I recall on the 22d.

Q. The 21st or 23d? A. Yes, we took that up, and I

objected to the laws which said that the foreman shall be a member of the union. I pointed out that it would put the foreman in a spot; that he did do something which the union might consider unbecoming a union member, or whatever you want to call it, and they expelled him, that he had no protection under the Taft-Hartley Act. He was a supervisor. In my opinion the company, if they agreed to this language, someone would have to discharge him because if we agreed the foreman shall be a member of the union and he is expelled, we would have to get another foreman that was a member [21] of the union, and in view of that fact I thought that this foreman issue was a very serious issue because it indicated that the union had the ability, if we agreed, to put considerable pressure on the foreman to see that only union employees or only members of the union were hired. I ~~wouldn't~~—that's how it happened to me, and I know that is how it appeared to the company. I did offer—they pointed out that the foreman here at Haverhill had been a union member from the time he started and that he was a union member today and that if we didn't put the "shall" in there, that he might be obliged to resign, and he had mortuary payments and pensions, and it would create a great hardship, and they thought maybe the company wouldn't be able to get a person that wasn't a union member to run the composing room. I agreed we didn't want to penalize any foreman in the future or at present. I suggested that as a counterproposal we take the word "shall" out and write in the word "may." He may be a member of the union. Then if anything happened to the foreman, through some fight, internal fight within the union, we wouldn't be obliged to discharge him, and I thought it certainly would take considerable pressure off the foreman and the company, and it wouldn't give the appearance, as it does now, in combination with the general laws, of a closed shop agreement.

They definitely refused. Mr. Lyon did reflect that we would have considerable difficulty if we tried to put a non-union man over his boys as foreman; that regardless of his [22] language, if we did, that they might be able to—they probably might not work on the basis of—the sanitary conditions of the agreement. As he said, the smell of a non-union foreman would be so terrible the boys would probably have to walk out or else become deathly sick.

Q. Was anything further said in connection with that section? A. Not that I can recall.

Q. At either the meeting of January 21st or 23d. was there any discussion with respect to the vacation proposal which the union had submitted? A. Yes, there was.

Q. Will you tell us what you said and what the union representative said? A. Actually on this vacation proposal, it appears in two different places. In Article 2, Section 2, down to the third paragraph on recognized holidays falling in third week vacation. Actually I suppose the words "third week" were put in to start in to emphasize their demand for a third week of vacation. I pointed out it wasn't necessary to have the third week over there and that actually it was restricted. When recognized holidays fell within a two weeks vacation period of some people, one to ten years, as proposed on the other side. I guess we agreed that could be pulled out.

In discussing this third week vacation, I did—I objected to the language and I brought up, as I discussed previously, with the publisher, the situation with respect to [23] that and tried to negotiate this swap of these slide days when a man, let's say, his day off on a 6-day publication and they work five days, and the day off falls on a Thursday and Thanksgiving is on Thursday, he doesn't get the benefit of the holiday, that week, so he is allowed another day during the week; and in some cases it might be in a week reasonably close by. I tried to negotiate that slide day and they were

very adamant that they must have that slide day, and at the same time they wanted a third week vacation, and after some negotiations on it, I agreed that as far as the third week vacation, I wouldn't hang the contract and they would have the third week vacation with the slide day.

Q. Was there any discussion at either of those meetings with respect to wages or wage increases? A. Yes. On Friday—on Saturday—it came up Friday, I mean on Thursday, when we got to this wage section. Mr. Lyon made a short statement there about the average—New England average—the average scale being—I don't know whether it was 109 or 106, something around there. At that time I challenged his average of the scales. I told him he was taking a weighted average, not a scale average, and taking in, I don't know, maybe 700 or 800 employees in Boston against maybe the 1000 employees in the rest of New England and, of course, that brought the average up, but if he took the average scale in New England and out of 98 ownerships they probably have scale contracts with 36, at the most, on 36 newspapers. I said if he took that [24] average scale it would probably run around \$100 or \$101. It was either at that moment or when we were discussing a few of these other economic factors he said, "The economic issues are secondary. The contract language which the ITU—which can be approved by the ITU, is of primary importance. The boys want an approved ITU contract." That's about all we said on wages that night.

Saturday morning he did ask me if I did have a wage proposal. I told him I did.

The Court: You did not?

The Witness: I did. I did have a wage proposal. That is Saturday morning. This is what we discussed Friday. On Saturday morning he asked me if I did have a wage proposal and I said yes, I was prepared to offer a wage proposal.

Q. Did you make an offer? A. I did. On Saturday morning.

Q. What had been the union's proposed wage scale or wage rate? A. The present rate was—that is the present rate—was \$96.50. In this contract proposal, which I understand they handed to the publisher on the 8th of November, the rate they had proposed in here was \$109.55.

Q. What proposal did you make to the union in connection with rates at the November 23d meeting? A. I proposed—here is the way I worded the proposal. I called their attention to the fact that the company had made a wage increase of \$2.50 in January; that on July 3d, I believe, [25] they made another \$2 increase which, at the present, was added to \$4.50. I then offered, with the signing of the contract—with a contract on which we could agree, or approximately around the same date, and I think somebody might have made mention of November 1st, another increase of \$3.50 per week, which would have brought the scale to \$100.

Q. Did Mr. Lyon or any other union representative accept or reject that offer at that meeting? A. Mr. Lyon did not accept the offer and I would assume he rejected it because he made no comment on the offer nor did he offer a counterproposal, as you normally might expect.

Q. Did any union representative there make any reply at all to your proposed wage increase? A. Not that I can recall.

Q. At any time since that meeting, has the company heard from the union with respect to the company's counterproposal on wages? A. No, sir.

Q. You told us before at the meeting of the 23rd you and the union, for the benefit of the mediators, set up these four issues on which the strike had commenced and was continuing. Did you or the company, to your knowledge, either at that meeting of November 23d or at any time thereafter

make any proposal or suggestion to the union as to a possible method of disposition of those issues? A. Yes. Originally after the strike occurred on November 20th— [26] you see, the union went out about 2.15 p.m., they left the building, and I think Mr. Rigazio came back and when he came into Mr. Heath's office at approximately 4 o'clock and asked permission for the men to return to the composing room and to take out their belongings, and that permission was granted. At that time Mr. Heath expressed his regret that this had happened and offered to arbitrate. Actually he wrote a little note in writing, too, so they could take it back—offered arbitration of any issues which they felt were in dispute. On Saturday, November 23d, we had a recess at noon. Just before we broke up we had arrived at these four issues or four—. And when we reconvened in the afternoon I offered, on behalf of the company, full arbitration on all issues in dispute.

Q. Did the union make any reply to your offer? A. Yes.

Q. What was that reply? A. They rejected arbitration.

Q. Who on behalf of the union rejected the arbitration?

A. Mr. Lyon.

Q. Do you recall what he said specifically? A. No, I can't recall exactly what he said, but as spokesman for the union he rejected it.

[27] *Cross-Examination by Mr. Segal*

XQ. Mr. Parry, you didn't get into this problem at Haverhill in this particular case until after the strike had occurred; is that correct? A. That is not quite correct.

XQ. You got in when, on November 20th? A. I was first notified on November 20th at approximately 7 o'clock—7.30 in the morning, there was a sitdown strike in the composing room. The men were there and they refused to work.

XQ. Did they tell you why they refused to work? A. Mr. Heath told me it was because they had felt that the

union and the company—union and company representatives hadn't arranged for a meeting.

The Court: Had or had not?

The Witness: Had not. And I asked him if he had—knew where Mr. Lyon was. He gave me his room number at the hotel. I made a call to Mr. Lyon and I arranged for a meeting at 2 o'clock in the afternoon.

XQ. At 2 o'clock November 20th? A. That is correct.

[28] XQ. At these meetings November 21st and 23d, you took up, in detail, I think I heard you say, section by section of the proposals; is that correct? [29] A. That's right.

XQ. Do you have the proposals, Exhibit No. 1, in front of you? A. Yes, I have.

XQ. Did you agree on Article 1 at any of those meetings?

A. You mean—

XQ. Article 1, Section 1; excuse me. A. I agreed on the preamble.

XQ. You agreed on the preamble? A. Yes.

XQ. Did you agree on Article 1, Section 1? A. That is correct; I did.

XQ. Did you agree on Article 1, Section 2? A. I did.

XQ. Did you agree on Article 1, Section 3? A. I did.

XQ. Article 1, Section 4? A. I did not.

XQ. You did not agree. You told the union that you did not agree, in behalf of the company; is that right? A. Do you want to know why?

XQ. No, I didn't ask you why. Just stay with the questions, please. Did you tell the union on behalf of the company that you did not agree with Article 1, Section 4? A. That is correct.

XQ. Then when you came to Article 1, Section 5, you told us the [30] discussion on that; is that correct? A. That's right.

XQ. And when you told us that you said you were talking in behalf of the company with no more knowledge than the company when you were answering the discussion on Section 5; is that correct?

The Court: I don't understand the question.

Mr. Segal: Let me rephrase the question, please. Did I understand you to say you knew personally about many of these things in this, new processes that are mentioned in Section 5? A. I knew about two.

XQ. You personally knew about two of them? A. That is right.

XQ. But you indicated to the union you were talking in behalf of management and only took their knowledge? A. That is right, and management had no knowledge of these and I was acting as their agent.

XQ. You were talking as though they were doing the talking, with no knowledge of these others; is that a fair statement? A. It is a fair statement of management's position.

XQ. You were talking then on Section 5, Article 1, just as if you were in management's position, knowing just what management knew and no more; is that correct? A. That is right.

XQ. Then when you came to Article 1, Section 6, did you take the same position there? [31] A. Well, that point didn't come up. Actually, you see, Mr. Lamothe, perhaps, or Mr. Lyon, challenged the fact that I knew something about some of these processes, so that point never came up again.

XQ. So that when you came to Article 1, Section 6, did you express management's viewpoint, or your viewpoint? A. Oh, I expressed management's viewpoint, yes.

XQ. And you said, did you not, that this was a very serious problem, this problem of the foreman? A. That's right.

XQ. And was one of the basic problems as far as management was concerned in this contract proposal; is that right? A. That's how I felt, yes, from my discussions with management.

XQ. And this was keeping the contract apart, as far as you were concerned? One of the—did you agree with Section 7 of Article 1? A. Well, I had an objection.

XQ. You didn't agree with— A. I didn't agree in full. The Court: You didn't agree in full?

The Witness: No. There was an objection.

XQ. There was an objection to Article 1, Section 7? A. Which was the same as Article 1, Section 4.

XQ. So there was no agreement on that. You were still apart on that? A. That's right.

[32] XQ. And of course you were apart, you said, on Article 1, Section 8? A. That is correct.

XQ. And there again were you expressing your viewpoint or management's viewpoint when you told the union your objections to Article 1, Section 8? A. I was expressing management's viewpoint.

XQ. As they had told it to you; is that correct? A. Yes.

XQ. And then you were apart, you say, on Article 1, Section 9? A. That's right.

XQ. Again you were expressing management's viewpoint; is that right? A. Yes.

XQ. When we came to Article 10, were you in agreement with the union entirely except for the last paragraph? A. That's right.

XQ. But you didn't agree to that until about 10 o'clock on the night of the 21st on that one, I think I heard you say; is that correct? A. Oh, no.

XQ. You agreed to that earlier? A. It was during that night, but actually we had a lot more sections. We got through the entire contract by 10 o'clock, and this is on the first page. I have no time stamp here and [33] I don't

know exactly when we agreed to it, but I would say probably maybe halfway through.

The Court: What section are you on?

Mr. Segal: 10, Arbitration.

XQ. You agreed to Article 1, Section 10, except for the last paragraph? A. That's right.

XQ. Had you agreed to Article 2 on overtime? A. No.

XQ. In other words, the company's position on overtime was what? A. Time and a half.

XQ. Whereas the contract clause called for double time? A. The contract proposal.

XQ. That's right, I'm sorry. A. Yes.

XQ. So that there was no agreement on overtime as expressed in the proposal? A. The first paragraph. There was agreement on the second paragraph. In other words, the second-paragraph was okay.

XQ. When we came to Article 2, Section 2, holiday rates, had you agreed on that? A. With that 3-week—calling attention to this 3-week—out of the third week, yes, we agreed to it.

XQ. Calling attention, in the first place, that you wanted the leading? [34] A. Yes, actually it shouldn't be in there. I mean the construction of the language which indicates a person that had only two weeks' vacation—as we said; we wouldn't hang the contract on the third week, but it would indicate a person with two weeks vacation might not get the same recognition.

"When recognized holidays fall within the three weeks' vacation period; said holidays shall be celebrated on first scheduled shift following vacation period."

XQ. The question is, did you agree on Article 2, Section 2? A. In my opinion, yes. I don't think— There was just that language.

XQ. There was a difference in language? A. That three weeks. As I said, we wouldn't hang the contract on the third week. I was just trying to clean that up.

XQ. You didn't give any written counterproposal?

The Court: On the contrary, he said it wasn't favorable enough to you.

XQ. You wanted to give us more than we asked for?

A. You can read the language.

XQ. Will you answer the question? A. Yes. Let's put it this way, I didn't imagine that you meant, or the Union meant that language might imply.

XQ. So that you were trying to help the union by cleaning it up, but you didn't write out any proposal? [33] A. No, sir, not necessary.

XQ. On Article 2, Section 3, you agreed on that, didn't you? A. That's right, I agreed on it—

XY. And on 4, the same thing? A. No.

XQ. You didn't agree on 4. Article 2, Section 4, the call-back, you hadn't agreed on that? A. The call-back was all right. Generally the call-back provision is \$1.

XQ. Excuse me. I think we would be better off if you would answer the questions. A. No, I didn't agree.

XQ. On 5, had you agreed to that? A. I disagreed at the start because this was bogus—

[36] Had you agreed on, first of all, the first paragraph?

A. Let's not worry about the paragraphs. If you want me to go fast, after discussion I agreed on the language. We wouldn't hang the contract on it.

XQ. In other words, you agreed to Section 5? A. That's right.

XQ. 6? A. Yes, I agreed to 6.

XQ. 7? A. I agreed to Section 7.

XQ. And 8? A. I agreed to Section 8.

XQ. And you agreed to 9? A. I did.

XQ. On 10 you were not in agreement, as I understand it? A. Well, 10-A, B, or what?

XQ. Take them all as one. A? A. I agreed to that.

XQ. B? A. I agreed to that.

XQ. And C? A. I agreed to that.

[37] XQ. D? A. After discussion I agreed to it and said we wouldn't hang the contract.

XQ. When you agreed to D, was that on Saturday, November 23d, or on Thursday, the 21st? A. Thursday.

XQ. You wouldn't hang the contract on D, in other words? A. That's right.

XQ. And E, F, G, H, you agreed to? A. That's right.

XQ. Now we come to K. Had you agreed to sick leave? A. Well, that's pretty hard. Management has a sick leave clause that is actually better than this. I didn't object to sick leave. We didn't even discuss it.

XQ. You didn't discuss K? A. No.

XQ. 11, you agreed? A. I disagreed.

XQ. You disagreed on 11. Now we come to Article 3, on apprentices. The first is the question of ratio, one to every eight. Did you agree to that? Until three apprentices are employed? A. Yes.

XY. You did agree. Two, three and four? You can take each one in turn, Mr. Parry. Did you agree on two?

[38] A. Yes.

XQ. On three was there agreement? A. Yes.

XQ. Four? A. Yes.

XQ. And five? A. No.

XQ. And six? A. No.

XQ. And seven? A. Yes. Oh, I beg your pardon. Just a second. [Examining.] Yes.

XQ. Eight? A. Yes.

XQ. Now we come to Article 4 on hours. Section 1, that

calls for 35 hours, five equal shifts. Had you agreed on that? A. No.

XQ. Had you agreed on the lunch period? A. Yes.

[39] XQ. Hours for day and night work, Section 2 of Article 4? A. Agreed.

XQ. No. 3 of Article 4? A. Agreed.

XQ. Now we come to 4. You didn't agree on the wages? A. That is correct.

XQ. And the first offer that had been made in wages, while we are on this topic, was on November 23, as far as you know; is that correct? You hadn't made an offer, the 21st? A. No, I didn't. The 23d was the first offer on wages.

XQ. And that was an offer of \$3.50 to bring them up to what you say is a total of about \$100 instead of the \$109.55 requested; is that right? A. That's right.

XQ. When you made the offer, did one of the union men ask you about retroactivity back to November 1st?

A. There was some mention of approximately November 1st being the contract date. November 1st, if that were the contract date, you would have retroactivity. Whether they put it in that way, I am not sure.

XQ. Did you agree to that retroactivity to November 1st on behalf of the company? A. I do not recall. I think I might have at that time stated—while we did talk about November 1st and November 1st as contract dates, I probably made that \$3.50 offer upon the signing of the contract.

[40] XQ. Didn't you say that retroactivity is negotiable?

A. That is quite possible, I also probably said I wouldn't hang the contract on it, one way or the other.

XQ. Then we come to the Apprentice Scale, No. 5. Did you agree with that? A. Yes.

XQ. And 6, Machinists? A. Yes.

XQ. And 7? A. Yes.

XQ. We now come to No. 8, Blue Cross and Blue Shield. Did you agree to pay the Blue Cross and Blue Shield in Article 3? A. Full Blue Cross and Blue Shield?

XQ. The proposal? A. No.

XQ. So you were apart on No. 8? A. Yes.

XQ. You were apart on No. 9? A. I disagreed with the language. I did say I wouldn't hang the contract on it, in view of the fact there was no other subordinate union of the International Typographical Union in the building or working for the company.

[41] XQ. Then we come to No. 10. You did not agree to that? A. I did not.

XQ. You did not agree to No. 11? A. I did not.

XQ. Did you agree with 5 on Taft-Hartley Repeal or Change? A. No, I did not.

XQ. You did not agree with that. Did you agree—

The Court: You are getting ahead of me, Mr. Segal. What happened to No. 10?

Mr. Segal: No agreement on No. 10 on Severance Pay.

XQ. Is that correct, Mr. Parry? A. That's correct, no agreement on Severance Pay.

XQ. No agreement on No. 11, Pension Plan? A. That's correct.

XQ. No agreement on Article 5 on the Taft-Hartley Change? A. No agreement.

XQ. Any agreement on Section 2 of Article 5? A. No, sir.

XQ. Any agreement on Section 3 of Article 5? A. No, sir.

XQ. So these were the areas you went over on November 21st and November 23rd? A. These are the areas, sir, if I may correct you—

XQ. Let me ask— A. —that we went over on the 21st of November.

[42] XQ. Didn't you on November 23rd go over Wages?

A. Yes.

XQ. So that on both days, primarily on the 21st, you took it clause by clause? A. Yes, that is correct.

XQ. There were these areas you have now told us you were apart on, is that correct? A. That's correct.

XQ. They included such things as Severance Pay, Pensions, Insurance, Overtime, Change in the Taft-Hartley Law, and a number of other things you mentioned? A. I want to check them over as you say them.

XQ. Well, if you will start with Page 1.

The Court: Why do you want to repeat this?

Mr. Segal: There is no point in repeating it, your Honor.

XQ. The areas you mentioned are the parts you were apart on? A. Yes.

XQ. The economic issues? They were economic issues?

A. Do you want a Yes or No answer?

XQ. If you can answer it? There were Wages involved and Hours involved? A. Yes.

XQ. Pensions? A. Yes.

[43] XQ. And other economic issues? A. Yes.

XQ. There were language issues, were there not? A. Language issues?

XQ. Yes. A. Yes.

XQ. During the discussion Mr. Lyon did most of the talking, I think I heard you say, for the union? A. That is correct.

XQ. On numerous occasions did he say, "That's what the boys want"? A. I can recall distinctly when he stated that the economic issues were secondary, "that what we wanted was contract language which would be approved by the International Typographical Union; the boys wanted an approved contract."

XQ. He used the term "the boys wanted," "that's what the boys want," on a number of occasions during the con-

tract negotiations? A. Not on any economic issues; on issues such as jurisdiction language.

XQ. He did use the phrase on a number of occasions during the meetings, though, did he not?

Mr. Serot: I submit, sir, he has been asked the question and has answered it.

The Court: I think he has answered it.

XQ. The conciliators were in on both the meeting of the 21st [44] and the meeting of the 23rd, is that correct?

A. That is correct.

XQ. There were also separate meetings held with the conciliators, or where the company was in one room and the union in another room? A. Not on the 21st.

XQ. On the 23rd? A. On the 23rd, yes.

XQ. There was even a recess that went on, on the 23rd? A. At noontime.

XQ. For several hours? A. We reconvened at 12.

XQ. The recess was taken at 12? A. 1½ or 2 hours.

XQ. When the conciliators, at the time they met with the union, of course you were not present? A. That is correct.

XQ. What went on between the conciliators and the union you have of course no knowledge? A. No, sir. You mean direct knowledge?

XQ. Yes. A. Yes.

XQ. Mr. Parry, are you a member of the bar? A. No, sir.

[45] *Cross-examination by Mr. Van Arkel*

XQ. Mr. Parry, were these negotiations, was this the first time that you had negotiated with the Local Union of the International Typographical Union? A. No, sir.

XQ. Have you frequently engaged in negotiations with Locals of the International Typographical Union? A. What do you mean by frequently?

XQ. Well, let me first ask you: Had you previously—
A. I had.

XQ. —engaged in such negotiations? A. I had.

XQ. Will you give us a rough estimate, about how frequently? A. Well, I would say during the past two years, in International Typographical Union negotiations probably five or six times or seven times.

[46] XQ. Did any of these negotiations result in the execution of an agreement between your client and the local union and the International Typographical Union?

A. Yes, they did.

XQ. Were any of these agreements, agreements which were approved in the sense that the International Typographical Union had approved them as you understand the term? A. As I understand the term, they cannot be signed until the International Typographical Union does approve them.

XQ. How many of these five or so instances resulted in an approved contract? A. Well, do you want me to give you the names of the parties where they resulted in approved contracts? Is that what you are looking for?

Q. All right. If you would like to do it that way, that is all right. A. New Haven.

XQ. Where? A. New Haven Journal Courier and Register; Taunton Gazette, Brockton Enterprise. Then there were others where they didn't result in an approved contract.

[47] XQ. But those, you say, were negotiations that occurred within the last couple of years? A. That is correct.

XQ. Did those agreements which were reached contain the clauses which were identical to or similar to the proposals which were contained in the exhibit which has been identified as Petitioner's Exhibit 1?

Mr. Serot: I must object, sir. I have permitted some questioning. Now we are going far afield. There is no relevancy to this case what another company may have agreed to.

The Court: Well, if it is intended simply for cross-examination of this witness, it might have some relevance. Do you intend it for anything further than that?

Mr. Van Arkel: No, if the Court please. The witness has stated he has objected to various of these clauses on asserted legal grounds. I suggest that it is important.

The Court: If this is for the purpose of affecting his credibility in any way, I will take it, but not for any other purpose.

Mr. Van Arkel: That is the purpose, your Honor.

XQ. Did those agreements which were arrived at contain clauses identical with or similar to those contained in what has been identified as Petitioner's Exhibit 1? A. Well, I would have to consult the agreement to determine whether they were identical. If you are talking about [48] Paragraph 1 of Section 5, Jurisdiction, is that one of them?

XQ. I take it you mean Section 5 of Article 1? A. I beg your pardon. It is Section 5 of Article 1. Are you talking about the first paragraph?

XQ. Let us talk about that one. A. Did the first paragraph—well, I think you are aware that since December of 1955 there could be no signed agreement without that first paragraph.

XQ. So that the answer would be that these agreements did contain such language? A. That's right.

XQ. How about the language of Section 6 of Article 1? Did they contain that language? A. Section 6?

XQ. Yes. A. Well, you are talking about the exact language, or are you talking about: The foreman shall be a member? There might be a change, a very slight change in the language. If you are asking me whether these agree-

ments require the foreman to be a member of the union, of course that is true, they did. I mean, you couldn't get an approved contract without that.

XQ. Would the same be true of Section 4 of Article 1?
A. Section 4 of Article 1?

XQ. Yes. A. As far as stating that Journeymen and Apprentices, only [49] Journeymen and Apprentices shall perform work in the composing room?

XQ. Yes. A. Yes.

XQ. Would the same be true of Section 7 of Article 1?
A. Yes.

XQ. Section 8 and Section 9? A. Yes. Those are required.

XQ. So that you had over at least the last two years negotiated agreements with employers containing these same clauses to which you made objection at Haverhill, is that correct? A. That is correct.

XQ. Turning now to Section 5 of Article 1. In the course of these negotiations did the union represent to you that the new processes described in that section were in fact substitutes for traditional methods of doing composing room work? A. Yes.

XQ. Did you have any reason to doubt that? A. Yes.

XQ. What was the reason?

XQ. Well, number one, they never used cameras. They never used [50] film, as traditional—

XQ. Is there anything in this referring to cameras?
A. How do you get reproduction proofs?

XQ. Well, if you want to ask me the question, I will be glad to answer it. A. Reproduction proofs, wouldn't they require a camera?

XQ. I believe no. Do you know? A. Then I stand corrected. I thought on a number of occasions that they do.

XQ. Well, I am asking you to state what, if any, reason you have to doubt the union—? A. That is the reason. If I am mistaken, then I am mistaken.

XQ. Was that your only reason for doubting the union's statement? A. Oh, no. That they didn't use paste makeup or stripping on wax.

XQ. But is not paste makeup and stripping a substitute for traditional composing room operations? A. It could be and it might not be.

XQ. It could be? A. It could be and it might not be.

XQ. So that to that extent the union representation was correct? A. To the extent it could be it was correct.

XQ. Did the union indicate at all what their interest was in protecting jurisdiction over such new processes? A. Yes. They wanted to work for their members.

[52-A] The Court: Let me express it another way. If new processes were introduced into the plant, and the union was apprehensive that they would lose composing room work as a result of this, if the union was not recognized for these new processes, was any expression made to you as to whether their fear was that the particular men who lost the work because other men were going to do it would be non-union men, or was it the fear that the union as a whole would lose representation because if other men did it they wanted it to be other union men? In other words, was this going to be a transfer of work merely to the same persons or was it merely going to be a transfer of work within the jurisdiction of the union to other persons?

The Witness: Well, your Honor, with regard—

The Court: Maybe nothing came up about it.

The Witness: With regard to Haverhill, if I can review it, with regard to Haverhill there was, first, it had been stated a number of times—I don't think it came up in that light—it had been stated a number of times that the [53]

Haverhill paper did not plan to introduce any of these processes.

The Court: I understand.

The Witness: There was one process, a teletypesetter, which was in the plant, and there was no question about the operation of that under the Typographical Union, as their bargaining agent. Of course there always comes this question as to whether a person is competent to do a job. I mean, things change. You might need an electronic expert as a machinist. Now the question, of course, always comes as to whether or not that electronic expert has been previously one of their members. He might not be. You still might need that man. If it's a part of the composing room operation, there is no question that the union would be his bargaining agent, in my opinion, and under the language I gave the union. But just as to a teletypesetter—that is a different kind of keyboard—well, it is exactly the same with a few minor exceptions as to odd keys as a typewriter keyboard. A linotype machine operator—that has an entirely different keyboard. If you used the teletypesetter process of setting type or punching tape, which would activate—it might be necessary to use a person that is efficient or proficient in typing; whether the person doesn't know the keyboard. Otherwise you can't get—well, the person using the hunt and peck method—you can get a lot less production out of that man than a person that is a [54] competent typist.

[61] XQ. In the course of your discussion of that subject, did any representative of the union point to the language of Article 2, Section 6 of the union proposal, as follows:

"No foreman shall be subject to fine, discipline or expulsion by the union for any act in the performance of his duties as foreman when such action is authorized by this Agreement, or for enforcing Office Rules, or for

carrying out the instructions of the Office when there is a difference of opinion as to the interpretation of this Agreement. Such difference of opinion shall be subject to arbitration under Article 1, Section 10."

Was there any discussion of that clause in connection with the problem you raised? A. I don't recall that they pointed to this clause and said that that was in there. I do think that Mr. Lyon did say that as long as a foreman was carrying out orders by the office, even [62] though the membership didn't like them, they couldn't fire him or kick him out of the union.

[65] XQ. Would you read into the record the provisions of Article 14 of the 1957 laws? A. From general laws, 1957, page 100, Article 14, public law. Section 1.

"In circumstances in which the enforcement or observance of provisions of the general law would be contrary to public policy they are suspended so long as such public law remains in effect."

XQ. Did you say "policy"? A. What did I say? "such public law remains in effect."

XQ. Yes, you read, "would be contrary to public policy." A. I beg your pardon. Contrary to public law, they are suspended [66] so long as such public law remains in effect.

XQ. Was that question discussed at all, this provision, in the course of the negotiations? A. Specifically this provision? My attention called to it?

XQ. Yes. A. No. But in fairness to Mr. Lyon, he did say that any laws that are in violation of the Taft-Hartley Act are suspended.

[67] XQ. In your experience in the newspaper industry, has it ever come up, has there come up any instance in which the problem herein was involved, namely, whether or

not any law of the International Typographical Union was being applied contrary to the Taft-Hartley Act? A. First may I state that my experience in the newspaper industry is confined to New England, and then further confined to papers outside of Boston.

XQ. I understand. A. While there's 98 ownerships in New England of newspapers, you might have between 30 and 36 contracts. Within that limited experience, I do not know where that problem has arisen.

Redirect Examination by Mr. Serot

[68] Q. Mr. Parry, during your negotiations in Haverhill, did the question arise as to whether or not any of the employees then working for Haverhill in the composing room would lose their jobs, would be discharged or laid off in the event any one of these new processes was installed by the company? A. Well, a question didn't arise, but I made that statement.

Q. You made what statement? A. That if at any future time these—any new processes were installed, that no employees—it has been management's position that no employees presently employed would lose their job as a result of these new processes.

Recross Examination by Mr. Van Arkel

XQ. Mr. Parry, as I understand your answer on this question of Teletypesetters use, the representatives of the union did indicate [69] willingness to carve out appropriate exceptions to meet your objections on that? A. The use of tape?

XQ. Yes. A. The representatives—Mr. Lyon agreed to amend Article 5, jurisdiction, to include a provision that I haven't got the provision and he didn't give it to me in

writing, but that tape perforated by the United Press, which constituted news and could not be construed as features for which extra charges are paid, could be used, and then he had another alternate which would set up the number of columns of United Press tape which could be used.

XQ. Did you explore that matter further? A. Yes. We explored that. I wanted to know what the situation was with regard to Tapco.

XQ. And what was the reply on that? A. He said we couldn't use it?

XQ. Did he give any reason? A. No. He said we could use it. I pointed out we had been using it for a number of years.

The Court: Could or could not use it?

The Witness: Could not use it. I pointed out we had been using it for a number of years and we had a contract for continued supplying of this tape. He said regardless of that, Tapco was out. He didn't go into any reason why it was out, whether it was punched by non-union, but Tapco was out.

[70] WILLIAM P. PARRY, Resumed

[72] The Court: So you didn't know the ramifications of management's position?

The Witness: Well, sir, except that this has been a continuing situation since, well, approximately 1948. Although I was only with the Association since 1951, I was conversant and had sat in on prior negotiations, so I had considerable knowledge based on the prior negotiations.

[75] The Court: That is close enough. After the 20th of November, 1957, did you have any discussion with the Gazette with relation to Section 5?

The Witness: Yes, I did, sir.

The Court: When was that?

The Witness: That took place from approximately half past 11 until 2 o'clock.

The Court: On the 20th?

The Witness: Yes, sir.

The Court: What other section did you discuss, if any, during that period?

The Witness: We discussed Jurisdiction, Foreman, the General Laws, Struck Work, and we discussed the Holidays, the various economic—Overtime Holiday rates, Exchange of Type was an old—was the same language we had had before. We discussed the Sick Leave. We discussed the Vacations. We discussed the employment of substitutes. We discussed the hours. We discussed the proposed rates of pay, the Blue Cross, Severance, and the Pension Plan. Some of it we went over quickly, because through experience you recognize the local by their laws has to propose certain contract propositions, certain articles. It doesn't necessarily mean they have to agree to them.

Let's take, for example, Article 4, Hours. The law requires that they propose a reduction in hours. We have a 37-hour week, which is lower than most; 37½ is the general [77] practice. And so we anticipated no difficulty as far as that was concerned. It was one of those things. You note that the 35 is there. You pass on to the next situation.

You note the rate of pay. We make sure we know what they are paying, how far they will go in negotiations. It doesn't necessarily mean our proposed money on wages is always final.

The Court: I think you have gone far enough for the moment. This conference you had from 11:30 until 2, who was present?

The Witness: Mr. Heath and Mr. Russ and Mr. Phillips.

The Court: The four of you. What was the specific discussion with relation to Section 8?

The Witness: With relation to Section 8?

The Court: Yes.

The Witness: Well, the fact that the General Laws—I think perhaps Mr. Phillips might have asked if, as far as the General Laws are concerned, their position was the same as it had been. I think we discussed the fact that not only does the General Laws, these later General Laws since 1956 included demands for the paste makeup or new processes, and that even if we headed out here, it would come in the General Laws. I know that was discussed.

At that time, I don't recall that the closed shop features of the General Laws were discussed. They had been [78] discussed on several occasions prior to that when we prepared for negotiations. But that was added.

Also the fact that some other changes in the laws had been instituted, one being that as a condition of employment—the publisher as a condition of employment couldn't give a physical examination to a member of the International Typographical Union. I recall that language, that new language which I think was passed in 1956, being mentioned.

The Court: You said you thought Mr. Phillips brought up certain things. Do you recall whether Mr. Heath had brought up anything he thought was specifically wrong with Section 8?

The Witness: No. I don't recall Mr. Heath discussing anything particularly wrong with Section 8, other than the fact he agreed at that time that jurisdiction was in the new General Laws. Mr. Heath on prior occasions had been very vocal on the General Laws, including this.

The Court: You mean even before that Jurisdiction?

The Witness: Yes, including the fact he felt the General Laws were in violation of the Taft-Hartley Act, and still gave the union a closed shop. But in going over this at

lunch we—I don't recall touching on the closed shop issue at that meeting.

[79] *Further Cross-examination by Mr. Segal*

[80] XQ. On November 20, 1957 you had a discussion with Mr. Heath and Mr. Wesley Russ between about 11.30 and the time you met again, is that right? A. Yes, while we were eating, too.

XQ. Mr. Phillips at that time was explaining the general position, was he not? A. Examining the position.

XQ. Examining the position? A. Yes.

XQ. He pointed out, did he not, Section 5, was one of the problems? [81] A. Yes. We discussed Section 5. We discussed the General Laws, too, in relation to Section 5.

XQ. You didn't do much of the talking, did you, Mr. Parry? A. On that day, yes.

XQ. Yes? A. I did some.

XQ. You did some? A. Yes.

XQ. Mr. Phillips did more? A. I can't say.

[137] *FRANK A. PHILLIPS, Recalled
Direct Examination by Mr. Van Arkel*

Q. Mr. Phillips, you are familiar with the language of Section 5, Article 1, of Petitioner's Exhibit 1 in this case, dealing with Jurisdiction? A. Roughly, yes.

Q. Do you know whether or not provisions similar to that are contained in a collective bargaining agreement presently in effect between the Boston Daily Newspapers and the Boston Typographical Union No. 13? A. I would assume so. I have nothing to do with Boston.

Q. Do you know that a similar provision is contained in the agreement with the newspaper at Manchester, New

Hampshire? A. I haven't seen a contract—unable to get one. It's not affiliated with the Association.

[138] Q. At Lawrence, Massachusetts? A. Yes; it is.

Q. At New Haven, Connecticut? A. Yes.

Q. At Lynn, Massachusetts? A. Yes.

Q. At Lowell, Massachusetts? A. Yes.

Q. At New Bedford, Massachusetts? A. Yes.

Q. At Taunton, Massachusetts? A. Yes.

Q. And do you know that there are other contracts in effect with newspapers in this area containing similar provisions? A. Yes.

[168] Mr. Serot: I will do that.

With respect to the violation of Section 8 (b) (2), first we submit that the contract on its face contains an illegal provision. Article 3, Section 6, of the contract provides as follows:

"No apprentice shall discontinue work on one shift and accept work on another shift or change from one employer to another without the consent of Haverhill Typographical Union No. 38."

Discontinuance of work on the shift is not material in our opinion.

[178] Mr. Serot: There is nothing in the contract on its face except for Article 3, Section 6, which provides for an apprentice securing the permission of the union in order to go to work for Haverhill. There is nothing there which says a man must be a union member or that he may not be a union member in order to work for the company.

March 18, 1958

[213] WOODRUFF RANDOLPH, Sworn

Direct Examination by Mr. Van Arkel

Q. Will you give the reporter your full name, please?

A. Woodruff Randolph.

Q. Your present address? A. 3140 Medford, Indianapolis, Indiana.

Q. What is your present position, Mr. Randolph? A. President of the International Typographical Union.

Q. For how long a period of time have you held that position? A. Since July 15, 1944.

Q. Is that an elective office? A. Yes.

[219] Q. Yes; Mr. Randolph. During the period of time you have been a member of the Executive Council, has the Executive Council had occasion to determine whether or not subject matters which were covered by the general laws of the International Typographical Union might be submitted to arbitration under agreements held by affiliated local unions of the International Typographical Union with employers?

Mr. Serot: May I just note I don't want to interrupt, but may I have a continued objection to this line of questions?

The Court: Yes.

Mr. Serot: Thank you.

A. The answer is, Yes.

Q. Can you describe the classes of cases in which the Executive [220] Council has had occasion to rule on that specifically? A. The classes of cases have been many times that question involved in the reproduction of advertising. The Laws provide a certain method of reproduction, and local unions make contracts more specifically in detail, and if there is a dispute as to the facts concerning a given advertisement, that matter has been arbitrated numerous times.

Q. And, specifically, has the Executive Council in the past ruled that that was a matter which might or should be taken to arbitration? A. Yes.

Q. And what was the Executive Council's ruling? A. The ruling has always been that the facts concerning any dispute, whether governed by the contract provision or governed by a law effective through a local commitment, is subject to arbitration and settlement as a finality by the joint standing committee.

[225] Q. Could you describe similarly the origin of the second sentence of Section 3? A. The second sentence was put in to prohibit a local union from arbitrating whether or not a general law of the ITU was to be effective. It has no reference to the arbitration of the facts of any dispute. It's only whether or not they would arbitrate whether or not to exclude the general law from a contract; or to arbitrate whether it could be effective or not.

Q. Mr. Randolph, will you summarize for the record the provisions of the Laws of the International Typographical Union with reference to the calling of strikes? A. The provisions as to strikes are found in Article XIX of the By-Laws, which sets out the procedure in detail. Briefly, the local union—

The Court: What page is that?

[226] The Witness: Beginning on Page 64.

A. Section 1 specifically provides that—

“In the event of disagreement between a subordinate union and the employer which in the opinion of the local union may result in a strike, such union shall notify the President, who shall in person or by proxy investigate the cause of the disagreement and endeavor to adjust the difficulty. If his efforts should prove futile, he shall notify the Executive Council of all the circumstances, and if a majority of said Council shall decide that a strike is necessary, such union may be authorized to order a strike.”

Q. Now specifically with reference to the situation arising in Haverhill in November of 1957, was Mr. Lyon present there by designation by you? A. Yes.

Q. Pursuant to the provisions of Section 1 of Article XIX? A. Yes.

[228] Q. Mr. Randolph, prior to the time that a representative is sent by the President of the International Typographical Union in an effort to adjust a difficulty, are local unions required to request authorization to strike? A. Yes. They are required, under this first section, to call upon the International President for service in, first, the effort to adjust the matter peaceably, and it is in regard to Section 1 that they notify me as so provided in that section, and I then assign a representative or officer who acts as a representative, both of them acting as my proxy to investigate the difficulty. In that respect they try to mediate the differences and arrive at a satisfactory conclusion if possible.

Q. Do you or does any representative appointed by you have power or authority to direct any local union to engage in a [229] strike? A. No, sir.

Q. What do the Laws of the Union require with respect to the taking of a ballot by members of a local union on the calling of a strike? A. Such procedure must first have the sanction of the Executive Council of the International Typographical Union.

Q. And what steps are taken thereafter? A. If the Executive Council grants authority to a local union to take a strike vote, the local union will take a secret ballot vote on that question, and, if it carries, the strike will be put into effect by the local union at such time as they provide at the time they take the strike vote.

Q. Is that by a simple majority vote? A. Yes.

Q. Does the International Typographical Union or its

Executive Council have any power to enter into any collective bargaining agreement? A. It does not.

[231] Q. The question related to the powers of the ITU to enter into any collective bargaining agreement with any employer. A. No, it has no such power.

Q. Where does such power reside? A. Within the local union.

Q. Is there a particular provision of the General Laws dealing with that subject matter? A. Yes. Article III, General Laws, beginning on Page 85.

[232] Q. When did the language of Section 8, Article 1 of the proposed contract submitted by Local 38—"not in conflict with law"—first appear in agreements between affiliated local unions and employers?

The Court: I exclude it.

Mr. Van Arkel: Well, if it please the Court, I would like to make upon the record as my offer of proof in this matter—

The Court: Certainly.

Mr. Van Arkel. —a statement with respect to it because I think it is presently not contained in the record.

The Court: I wouldn't want to have it hidden. You [233] go ahead.

Mr. Van Arkel: Oh, I would swear to that. If the witness were permitted to answer, I would ask him a series of questions which would develop that the phraseology—"not in conflict with law"—was first introduced into agreements between affiliated local unions of the ITU and employers immediately after passage of the Taft-Hartley Act in 1947; that it was introduced in order, and only in order, to make certain that no law of the ITU would be applied under circumstances which would bring it in conflict with the

Taft-Hartley Act, or a State or Federal law; that, in 1953, by convention action of the International Typographical Union an amendment to the General Laws was adopted, which reads—

“Section 1. In circumstances in which the enforcement or observance of provisions of General Laws would be contrary to public law, they are suspended so long as such public law remains in effect.”

That over the course of the years since 1947 the International Typographical Union on frequent occasions and in a variety of manners has directed its affiliated local unions to make certain that no law be applied in such fashion as to contravene the Taft-Hartley Act; that in the period of these years there have been no complaints by either employers or by the National Labor Relations Board that any law has in fact been applied in [234] such manner as to conflict with the Taft-Hartley Act, and that no complaints to this effect have been received from any source; that when the officers of the International Typographical Union have been consulted as to this matter, they have attempted to advise local unions whether or not the proposed application of a general law in a particular set of circumstances might or might not be violative of Federal or State law, and that from time to time they have sought legal advice on this question; and that there are manifold circumstances in which every general law of the International Typographical Union may be validly applied as to enterprises not affecting interstate commerce or in Canada where it has local unions.

That is the extent of the offer of proof, your Honor.

Cross-examination by Mr. Serot

XQ. Mr. Randolph, I think you told us that when Mr. Lyon participated in the negotiations with the Haverhill Gazette in November of 1957, he was there as a representa-

tive of the International pursuant to your instructions. A. That is right.

XQ. Had the Executive Council, before Mr. Lyon went there, considered or taken up for consideration this dispute between [235] the Haverhill Gazette and Local 38? A. It took up the request of Local 38 for strike sanction.

XQ. Had the Executive Council authorized such a strike by Local 38? A. It authorized Vice-President Lyon to exercise the vote powers of the Executive Council in deciding that question.

ANTHONY RIGAZIO, Sworn

Direct Examination by Mr. Segal

Q. Your name, please? A. Anthony Rigazio.

Q. And you live where? A. 28 Wayne Street, Bradford, Massachusetts.

Q. And your position with Local 38 of the ITU? A. President.

Q. And, roughly, how long have you been President, Mr. Rigazio? A. Since January 1, 1950.

Q. And as President was it one of your duties to conduct the negotiations here? A. Yes.

Q. With the Haverhill Gazette? A. Yes.

[245] Q. There has been some testimony about a strike vote. Was there a strike vote taken by the union? A. Yes.

Q. When was the strike vote taken? A. On November 19.

[246] Q. Was this a secret ballot strike vote? A. Yes.

Q. Could you tell the Court what the result of that secret strike vote was? A. 24 to nothing.

Q. And the strike was called on what day? A. November 20.

Q. Was that the day following the November 19 meeting?

A. Yes, sir.

Q. At the strike that took place on November 20 did any one order you or the men to go out? A. No, sir.

Cross-examination by Mr. Serot

[248] XQ. I think you told us that no one ordered you out on strike on the 20th. Were you present when the strike began? A. Yes, sir.

XQ. Was Mr. Lyon present? A. Yes, sir.

XQ. Did Mr. Lyon talk to you or the other members of the composing room crew before they walked off on strike?

A. Yes, sir.

XQ. Would you tell us what he said to you and the other members of the composing room crew? A. He said that the management's position had not fundamentally [249] changed on any single issue.

XQ. Is that all he said? A. Yes, sir.

XQ. Didn't he say anything to the effect that therefore the men should go out on strike? A. No, sir. We knew that was a condition of going out on strike.

XQ. In other words, then, you accepted his statement as a signal to you for the commencement of the strike: is that correct?

Mr. Segal: Objection.

The Court: Excluded.

XQ. Did he report at all the fact that a strike should ensue because of management's position?

The Court: I don't understand the question.

Mr. Serot: I withdraw it.

XQ. Did he mention the word strike at all? A. No, sir.

XQ. Did he tell the men to go out, to stop working? A. No, sir.

XQ. Did anybody tell the men to stop working? A. No, sir.

XQ. This strike vote—had the members of the union agreed that, in the event Mr. Lyon reported to them that management hadn't changed its position, the men would go on strike? A. Yes, sir.

[250] XQ. Was Mr. Lyon aware of that agreement among the members of the union? A. Yes, sir.

[263] Mr. Van Arkel: Well, if the Court please, I think the answer to your Honor's difficulty lies in this. Your Honor will recall that the laws clause which was presented earlier—and certainly similar clauses will be presented here—provides that the laws shall govern as to those matters not covered by the contract.

The Court: And I recall also reaching the conclusion that even what that meant was not to be a matter of negotiation.

Mr. Van Arkel: Oh, no. The parties are perfectly free, if the Court please, to negotiate anything in the contract they wish.

The Court: But not to the extent that they conflict with the laws.

Mr. Van Arkel: That is correct. We would say the minimum conditions set forth in the laws cannot be reduced below that level, but if the parties want to make other and different arrangements not in conflict with the laws, they are perfectly free to do so.

[269] Mr. Van Arkel: Well, the laws do make a provision for minimum weekly hours, but the parties are absolutely free within those limits to negotiate whatever hours they like.

PROCEEDINGS

[1-CB-429]

[1-CB-430]

[9] Mr. Kowal: All right, on Page 2 you will notice that [10] you have a Paragraph 9, and on Page 7 you will notice that there is a Paragraph 9. I wish, therefore, to amend the numbering as follows: That Paragraph 9 on Page 7 should read Paragraph 10, that Paragraph 9(a) on Page 7, which is now 10(a); where it mentions Paragraph 8, should read Paragraph 9; Paragraph 9(c), which is now 10(c); where it mentions Paragraph 7, that Paragraph 7 read Paragraph 8; now, Paragraph 10 on Page 8 should now read 11; and so on, consecutively with all the remaining paragraphs. I should like to amend Paragraph 10 on Page 8 which is now Paragraph 11, where it mentions Paragraph 8 and 9, to read 9 and 10. I should like to amend Paragraph 11, now Paragraph 12, where it mentions Paragraph 8, should read Paragraph 9. I should like to amend Paragraph 12, now Paragraph 13, on Page 9, where it mentions Paragraph 8, to read Paragraph 9. I'd like to amend Paragraph 13 on Page 9, which is now 14, where it mentions 9, to read 10. I would like to amend Paragraph 14, on the same page, which is now 15, where it mentions Paragraph 8 through 13, to read 9 to 14.

Those are my amendments.

[16] Mr. Van Arkel: This is to make more definite and certain the provisions of Paragraph 9(c) of the Complaint, on Page 3, that presently states "Among the provisions referred to above in sub-Paragraph B, with provisions," and so forth.

Now, I would like to have Mr. Kowal specify at this time what, if any, additional provisions the Complaint may make reference to.

Mr. Kowal: May I have a few minutes.

Trial Examiner: Yes.

Mr. Van Arkel: Mr. Examiner, I'd like to have this same motion extended to Paragraph 8(c) of the Complaint in the Haverhill case, 1-CB-429; and in order to make this motion all in one piece, I guess I'd better also say that the motion should extend to Paragraph (d) on Page 5, which says "Among the provisions in the General Laws of the I.T.U.," and the similar section in the Haverhill Complaint, Section (d) of Paragraph 8 on Page 4.

[17] Mr. Kowal: Speaking personally, and not having drawn the complaint myself, I, of course, would like to hold the right to add or detract from these statements as, shall I say, an occasion demands; but I think my brother does have the right to know precisely what we allege in the General Laws and contract. I, therefore, will state that we assert only these provisions, and no others, to be violations.

Mr. Segal: And will you agree to remove the word "among"?

Mr. Kowal: Yes.

[18]

RICHARD C. STEELE

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Kowal) What is your occupation, Mr. Steele?

A. I am general manager of the Worcester Telegram and Gazette.

[19] Q. By the way, is there a strike going on now of any employees of the Worcester newspaper? A. There is.

Q. And who is striking? A. The Worcester Local No. 165 of the International Typographical Union.

Q. When did that strike begin? A. On November 29, 1957.

Q. And did it follow a series of negotiation meetings over a contract submitted by the Union? A. It did.

Q. Has this Local represented a majority of the employees engaged in composing room work for some time? A. Yes, it has.

Q. How long? A. Oh, for over 70 years, I believe, to the best of my knowledge.

[21] Q. (By Mr. Kowal) As I say, are you using notes to [22] refresh your recollection? A. Yes, I have a series of dates and facts here that have been taken from the notes made at the negotiation sessions.

Q. All right, now, again, Mr. Steele, would you tell us when these meetings occurred in 1956, and then go on into 1957 for us. A. 1956, there were 6 negotiation sessions held with the Local Union present. The president of the Union at that time was Mr. James Quinn. As I testified, the proposal was received on August 21,—

Q. No, just tell us how many meetings there were in 1956. A. There were 6, and the first was on October 24.

Q. And in 1957, how many? A. 1957, there were 6, also.

Q. And the months that these meetings occurred in '57, could you tell us anything about that? A. In '57, yes there was one on January 10, one on January 22, one on January 30, one on February 8, one on November 26, and one on November 27.

Q. And the strike, I believe, began on the 29th? A. November 29.

[23] Q. So that I take it these bargaining negotiations appear to divide themselves into two periods, from October, '56, to February, '57, and then the meetings resumed in November, '57, is that correct? A. That is correct.

Q. Now, having in mind the first period, namely, the period from October, '56, to February, 1957, who customarily represented the Employer at these bargaining sessions?

Q. (By Mr. Kowal) Who customarily represented the Employer in what I'd call the first period, Mr. Steele, in October, 1956, through February, 1957? A. Mr. Frank Philips.

Q. And identify him, will you? A. Mr. Philips is manager of the New England Daily Newspaper Association, and engaged as labor relations negotiator for the Worcester Telegram and Gazette.

[24] Also, Mr. Alfred S. Arnold, production manager of the Telegram and Gazette; Mr. Howe C. Monteith, who is our cost and methods engineer; and myself. That was the Company.

Q. In this group, who was the chief spokesman? A. Mr. Philips was the chief spokesman.

Q. Now, during this period that I'm speaking of, let's call it October, '56, through February, '57, were there any additions to the Employer representatives?

A. To the Employer, yes, there were. In the January 30 meeting, Mr. Elisha Hanson, Mr. Robert Bowditch entered negotiations for the Company.

Q. And was Mr. Hanson also at the February meeting, the meeting in February? A. Yes, he was.

Q. Now, again in this first period, who customarily represented the Union? A. In the first period, Mr. Quinn, who was president of the Union at the time, I believe, Mr. Joseph Mahoney, Mr. Daniel Foley, Mr. Joseph Millette, and Mr. Alfred DeLorme.

Q. Now, were there any additions to the Union representation during this period? A. Yes; in 1957, Mr. Wil-

liant LeMothe entered the negotiations on January 10; and he also was present at the January 30 and [25] February 8 meetings.

Q. Would you identify Mr. LeMothe? A. He's a representative, an International Representative of the International Typographical Union.

Q. Now, these other Union spokesmen of whom you spoke about, apart from Mr. LeMothe, did they go by any name, any committee name? A. They are known to us as the Union Scale Committee.

Q. Now, the introduction of Mr. LeMothe in the January of 1957 meeting, who is, as you said, did you identify him? What is he, again? A. As an International Representative of the International Typographical Union.

Q. His introduction in January of '57, did that follow any pattern that had been established in the past? A. Our experience in the past has been that we have negotiated with the Local Union up to a certain point; if an agreement was not then reached, we would, rather, they would bring in an International Representative to further their efforts.

Q. Now, during this period that we're speaking of, this first period, were there mediators present at any of these meetings? A. There were mediators present in the early 1957 meetings, in January, specifically, on January 22 and on January 30.

[31] Q. (By Mr. Kowal) Now, Mr. Steele, I want you to describe as best you can, confining yourself to what was said in the period of the 1956 meetings and before LeMothe came in, what [32] was the Company's position, its expressed position, as to this jurisdictional clause?

The Witness: The Company's position as far as jurisdiction is concerned was that it felt that the language contained in its counter-proposal which described the work

in the composing room as it was contained in the previous contract, with the addition of the words "but is not limited to," and with the elimination of the non-introductory clause that was contained in the previous contract, gave the Typographical Union jurisdiction over all composing room work. The Company position was with reference to any new processes, that it did not have any in mind.

Now, this is over this period of 1956; during the negotiations; in general, it had nothing in mind as far as new processes were concerned, except the possible use of Wire Service Tape that is produced by the Associated Press, and the United Press, and the International News Service. The Company's position on that was that he would give the Union jurisdiction over the processing of that tape as it runs in [33] through the Monotype and Linotype machine; but it would not tolerate any limitation on the use of that tape; that if we were going to make an investment and capital expenditure in a new process such as that, it was being done in an effort to reduce costs because we were faced with economic problems, with competition from other media; and so on, and we just had to face up to reducing costs as best we could.

Some of the discussion revolved around the use of this tape; and the Union proposed that certain tape be excluded from use in the teletype operation, specifically certain features for which extra charges were made by the news services.

As far as many of the named processes are concerned, ones which we had not employed nor did not contemplate employing during the contract period, the Company took the position that it was unwilling to concede, in advance, jurisdiction over representation over these processes, many of which it was not familiar with, and none of which it had any intention of introducing during the life of the contract.

Q. (By Mr. Kowal) Do you recall whether the Company said anything about the granting of this jurisdictional clause possibly resulting in a conflict with other unions?

A. Yes. That came into negotiations because of a conflict in Milwaukee.

Q. What did you say in this negotiations as to that?
[34] A. That entered into the conversation.

Q. All right, go ahead. A. There was a disagreement between the Typographical Union and the photo engravers union as to the jurisdiction over photo-typesetters in use in Milwaukee, and in other places; and we just felt, we stated our position that we didn't want to get in the middle of a jurisdictional fight of that kind when we weren't contemplating the installation of that machinery in our plant; there's no sense to it. If and when we were going to, that would be something again.

Q. Now, Mr. Steele, as to Article 1, Section 7, which I shall call the General Laws clause, what position in this period did the Employer express as to that clause? You know what I'm referring to, sir? A. May I see it.

Q. Yes, here's a copy, Article 1, Section 7. A. Yes. That is the article that provides that the General Laws of the International Typographical Union in effect at the time of execution of this agreement not in conflict with state or Federal law shall govern relations between the parties on those subjects concerning which no provision is made in this contract.

The Company position on this clause was that we were willing to agree to the General Laws of the International Typographical Union to the extent to which they were negotiated and made part [35] of the contract.

Q. Did the Company state any reasons for its refusal to accept that clause, give any reasons? A. Yes.

Q. What were they? A. There were many provisions in the International Typographical Union laws that, in our

opinion, were illegal. They provided for a closed shop, and for a—

Mr. Van Arkel: Mr. Examiner, I think that the witness should be confined in what the conversation was. His characterization of what he thinks about things—

Q. (By Mr. Kowal) You understand my question was concerned only about what was said by the Company spokesman. A. Yes, these were said, these matters were said in negotiations.

Q. Tell us what was said. A. Also, the requirement that a foreman be a member of the Union, our position on that was that they had no objection to a foreman being a member of the Union provided he wished to be, but that we would not be a party to a contract mandating that he must be a member of the union. We also objected, in general, to the inclusion of laws in which we had no participation in formulating; they are unilaterally adopted in a union convention, and the Employer has no voice in the actual formulation of what is—

[38] Q. Would you go on, then, and tell us what was said by the Union on these matters during this period we're speaking about. A. Would you tell me which matter, Mr. Kowal?

Q. First, the jurisdictional clause, and then, the General Laws clause. A. On the jurisdictional clause, Mr. Quinn, at the October 24 meeting, said that we must, that the language must be taken as it was submitted, that there would be no change in that; and we asked if there was, on the November 1 meeting, we asked if there was any chance of a written agreement without the [39] Union language on jurisdiction and laws; and Mr. Quinn said plain no is the answer to that. And, at that same meeting, Mr. Millette said that the money matter is not as important as the settlement of the jurisdiction question and I.T.U. Laws.

He said that the Union was sick and tired of working without a written contract, and that in order to have a written contract it must contain language approved by Indianapolis, the I.T.U. headquarters, and that was it.

And, on November 8, the Union turned down the Company counter-proposal at that meeting; and also read a resolution that had been adopted by the Local Union complaining against the Company's procrastinated attitude in attempting to arrive at a contract.

On the November 8 meeting, the Company offered to arbitrate on any question of a jurisdictional dispute; and Mr. DeLorme asked if a new process were introduced without the consent of the Union what rights of protection would the Union have; the Company said, "Well, we would be willing to arbitrate such a matter." And on that, Mr. Foley said that on the matter of jurisdiction there is no compromise, period.

[40] Q. (By Mr. Kowal) Mr. Steele, what did the Union say in these '56 meetings as to the General Laws proposal?

A. Mr. Quinn said that the General Laws must be taken as included in the Union proposal.

[42] Q. (By Mr. Kowal) Mr. Steele, in the same manner that you [43] described the Union's position and the Company's position, of course, confining yourself to what was said, in the period of 1956, I want you to tell us what went on in that matter in January, 1957, after LeMothe came in, and before the meeting of January 30 when Mr. Hanson entered the picture. A. Well, Mr. Lemothe entered the negotiations on January 10, 1957; and he asked what the Company position was; and our reply was that it was basically as it had been two years ago. We asked if there had been any change in the Union position; and Mr. LeMothe said no. Specifically, we asked with reference

to the I.T.U. laws and jurisdiction, and Mr. Lemothe said that the Union language must be taken.

The Company made an offer at that time. We said that we would counterpropose which processes would be used and which would not be used during the contract period. Mr. LeMothe then asked, "What about the I.T.U. Laws?" And we said that we will be willing to negotiate them individually. Mr. LeMothe's reply to that was no; and he said that they would then notify the Federal and state mediation services that we had arrived, apparently, at a stalemate. The Company said that they would continue to be willing to negotiate a contract based on its present position.

And, on January 22, there was a meeting; as I recall, the meeting was not between the Company and the Union; the Federal and state mediators were present, Mrs. Anna Winstock [44] for the Federal Mediation Service, and Mr. Anthony Bracia for the State Conciliation Service.

The mediators talked separately with the Union and with the Company.

Q. Tell us what was said in that meeting as best you recall. A. Well, Mrs. Winstock came into our office, into my office, after having talked with the Union, and she said that the disputed clauses would have to be settled first, that the Union was not interested in talking fringes, and so on, but what they wanted, basically, was a signed contract under which they could operate.

The Company, upon questioning by Mrs. Winstock and Mr. Bracia, said that we refused to take the jurisdiction and the laws, which we contended, we told her were in violation of the Taft-Hartley Law and the 7th Circuit Court decision.

We were willing to make any reasonable concession and liberal wage settlement in order to settle this thing, but we could not give in on these illegal matters.

We were then told that the Union position was that they want a contract, they want an I.T.U. approved contract; and

we were told that they would ask for a strike sanction vote on January 23, 1957.

Q. The next meeting was January 30, 1957, I believe. A. Yes, it was.

Q. And I believe you testified that that was the meeting at [45] which Mr. Elisha Hanson was present, is that correct? A. That is right.

Q. Was Mr. Hanson retained by the Employer, that is, the Worcester newspaper? A. He was privately engaged by the Worcester Telegram and Gazette.

Q. And was he the chief spokesman at the two succeeding meetings? A. Yes, he was.

Q. Tell us what was said by whoever spoke at this January 30, 1957, meeting? A. Mr. Hanson said that the Company would not be bludgioned into a contract that was in conflict with the Taft-Hartley Law; and even if there was some way of working out the jurisdiction language, we would not take the laws in toto. This statement was made. The mediators were present at this meeting.

The Company, Mr. Hanson said the Company was willing to make a legal contract on wages, hours, and working conditions, with no recognition of the laws, perfectly willing to start at scratch; and the Union had said that they had never had a complete counterproposal. Mr. Hanson said, "Well, you should have one, and I shall start at scratch and give you a complete and legal counterproposal, legal by the laws of the Land, not necessarily legal by the I.T.U. Laws." And at that point, the meeting adjourned.

[46] Q. Did the Employer submit a contract between this meeting and the next meeting? A. Yes, it did.

Q. And that is the document we have already identified, I believe,— A. Yes.

Q. —as General Counsel Exhibit No. 5, that correct?

A. Yes, submitted on February 6.

Q. The next meeting, I take it, was February 8, 1957?

A. Yes, it was; again, with mediators present.

Q. All right, sir, tell us again as best you can what was said in that meeting. A. At that meeting, the Company position remained the same as far as the laws and jurisdiction were concerned. There was some discussion about the tele-typesetter operation, and again we said that we were willing to give the Union jurisdiction over that, but with no restrictions on its use.

Also, at that meeting, we offered the non-introductory clause; and we also offered, Mr. Hanson offered a posted notice.

Q. By the non-introductory clause, you were referring to what? A. I am referring to a proposal by the Company not to introduce certain of these disputed processes or machines during the life of the contract.

[47] Q. And I believe that's General Counsel Exhibit No. 4 that you have already identified, is that correct? A. Yes, that's correct.

Q. Tell us what was said at this meeting. A. Well, then, Mr. Hanson offered, he said that we were obviously at an impasse, that we couldn't arrive at an agreement.

Q. What position did the Union, what did the Union say as to these things when the Company said its position was the same? A. Well, the Union said that their position remained as it had; there was no change in their position. So, Mr. Hanson said, "Obviously, there is an impasse here, and we will propose to give you a posted notice which will give you an idea as to wages, hours, and working conditions. There is no contract here, it's merely an offer to you to attempt to resolve this thing, to get it off an impasse."

The Union did not object to Mr. Hanson's drafting a notice; and he did draft it, and he read it to them. Mr. LeMothe objected. It provided for two wage increases; and Mr. LeMothe objected to the termination date where

it said on the second increase that it would, that there would be a definite cut-off date; and Mr. Hanson agreed to have it read "On and after January 1, 1958."

Mr. Mahoney asked about the inclusion of an extra slide day, funeral leave, and jury duty pay, which had been [48] discussed previously; and Mr. Hanson agreed to include these provisions in the posted notice.

The Union asked for, through Mr. LeMothe, as I recall it, for an increase of \$6.00 the first year, and \$6.00 the second year. We caucused, took that into consideration, and came back. As I recall, Mr. Bracia, no, Mr. LeMothe said, "What happened to our 6 and 6, \$6.00 and \$6.00?" And Mr. Bracia said, "It has gone out the window; and the Company would consider increasing the scale \$4.00 the first year and \$3.00 the second year."

The Union asked if it would consider 4 and 4. The Company said it would take it under consideration and give its decision on the posted notice.

Mr. LeMothe said "This is no contract," and Mr. Hanson agreed, said "It merely gives you something under which you can operate." And on February 9, that notice was posted.

Q. And did this notice contain an increase of \$4.00 and \$4.00? A. Yes, sir.

Q. And did it contain these other things Mr. Hanson, rather, Mr. Mahoney asked about, the slide day? A. It contained the extra slide day, the jury pay provision, and the funeral leave provision.

Mr. Kowal: Would you mark these as General Counsel's Exhibit No. 6 for identification.

[49] Q. (By Mr. Kowal) Now, I show you what has been marked General Counsel Exhibit No. 6 for identification and ask you what that is, sir. A. This is the notice that

was posted in the composing room of the Worcester Telegram Publishing Company on February 9, 1957.

Q. All right, sir.

[50] (By Mr. Kowal) Before going on, Mr. Steele, to the matters after February 9, I'd like to show you Article 1, Section 9, of General Counsel Exhibit No. 2 and ask you whether or not in the period that we have been discussing, namely, from October, '56, through February of 1957, the Employer expressed any position as to Article 1, Section 9, and if so, what that was?

A. I don't recall any specific discussion of that article.

Q. How about Article 1, Section 12, on the next page, did the Employer take any position as to that Article 1, Section 11, as to that, if so, what was that?

Mr. Van Arkel: Article 1, Section 11, or 12?

Mr. Kowal: Article 1, Section 12.

Q. (By Mr. Fowal) Did the Employer take any position as to that in that period; if so, what was it? A. I cannot recall any specific discussion of that.

[56] Q. Now, at this meeting of November 26, 1957, who represented the Employer? A. Mr. Hanson, Mr. Bowditch, Mr. Weinrich, Mr. Parry, who was associate manager of the New England Daily Newspaper Association, Mr. Winrick and myself.

Q. And for the Union, who was present, who represented the Union? A. Did I mention Mr. Bowditch in that? Mr. Bowditch was also present.

Q. You mentioned him. A. For the Union, the members of the Local Scale Committee, plus Mr. LeMothe and Mr. Lyon, Charles M. Lyon.

Q. Would you identify Mr. Lyon, please. A. Charles

M. Lyon is first vice-president of the International Typographical Union.

Q. All right, Mr. Steele, would you tell us as best you recall what was said by whoever spoke at that meeting on November 26, 1957. A. Mr. Hanson said that the Company continued to be willing [57] to sign a legal written contract, perfectly willing to sign it, but it would not include a foreman, that is, the provision for a Union foreman, or the jurisdiction, or the I.T.U. laws as contained in the Union proposal.

At the meeting on November 26, the Union proposal was gone over in detail. Mr. Hanson again reiterated that the Company merely wanted a legal contract. Mr. Lyon said that it would be a legal contract if the Company agreed to it; and Mr. Hanson denied this. Mr. Lyon said that in connection with the jurisdiction clause the Union was fighting for job security, and that the Company was denying the Union its proper rights of jurisdiction. Mr. Hanson said that it wasn't a question of jurisdiction, it was one of representation, that any group of individuals had the right to select their own collective bargaining agent or representative as provided by the law, and that the Company could not and would not sign a contract that contained a clause that forced employees into the Union.

Mr. Lyon said that the Union had taken a strike vote, that the Company was denying the Union its rights of jurisdiction. Mr. Hanson said that the Company would be willing to let the foreman elect to be a Union member, but was unwilling to mandate that he must be one. Mr. Hanson asked if the Union would look over the Company proposal and meet again tomorrow, which would have been November 27. Mr. Lyon agreed [58] to this.

Q. Was there any discussion of economic issues at that meeting? A. As I recall it, I believe Mr. Lyon said that there were other issues here, other than these three, but

that these must be solved, these must be resolved before any written approved contract would be entered into.

Q. Did he say what those other issues were? A. I can't recall in detail, but they would have to do with wages, hours, and working conditions, the overtime rate, the extension of the eligibility for liberalization of eligibility for a third week of vacation; there were several of those that were not agreed upon.

A. Mr. Mahoney brought out the fact that in connection with the jurisdiction matter and pays makeup, that his men had been trained in the Indianapolis training center, and had [59] returned to Worcester, were trained and were ready to take over the entire paste makeup operation.

Q. (By Mr. Kowal) What did he say in reply, if anything, to that assertion of Mr. Mahoney, the statement of Mr. Mahoney? Did he say anything? A. I can't say; I can't recall that answer.

Q. All right, now, on November 27, who was present for the Employer? A. The same people who were present at the November 26 meeting.

Q. Same cast? [60] A. With one exception, Mr. Phillips was present, and Mr. Pare was absent.

Q. All right, sir.

Now, again, as best you can, tell us what was said at that meeting. A. Mr. Mahoney said that the Union could not accept the Company proposal; they had gone over it, and could not accept it.

Mr. Hanson stated that the Union foreman, and jurisdiction, and the I.T.U. laws were the stumbling blocks toward arriving at a written agreement; that the Union would have to determine whether or not they would withdraw those

three demands because they were, in his opinion, illegal; he expressed a willingness to arbitrate these items.

Q. Who expressed it? A. Mr. Hanson.

Q. Go ahead, sir. A. Mr. Lyon said "No, the Union feels these demands, these three demands are legal; you say they are illegal; we would not have proposed them had we though they were illegal; we will not withdraw these demands."

Mr. Hanson said that the Company was unwilling to enter into a contract which would be in violation of the Taft-Hartley Law.

Following this, there was a short caucus, which the Union [61] requested.

They then returned to the conference room.

Mr. Lyon said that this matter had been placed in his hands by the Local Union; that because of differences of opinion regarding legalities of certain questions, because the Union was dissatisfied with wages paid and hours worked, "We say good day and goodbye."

Q. And the strike followed the next day? A. The strike followed on November 29.

Q. Now, the last wage increase by the Employer had been given in February, 1957, had it not? A. Yes, with the posted notice, February 9.

Q. Do you recall what the Union had asked for, or, rather, you testified, I believe, that the Union had reduced its demand to \$4.00 and \$4.00 in the February meeting, and the Employer granted it, was that correct? A. That was the discussion at the February 8 meeting, that's right.

Q. Did the Union make any new wage demand in November of '57? A. In November of '57? No, no new one.

Q. Did it make the same one that it had hitherto? A. They were still negotiating from their proposal of August, '56.

Q. ~~That was the position it took?~~ A. Yes.

[62] Q. What was the weekly wage that the Employer had granted to the Union back in February of '57? A. In the posted notice?

Q. Yes. A. The first year was \$107.00 on the day side, and \$111.00 on the night side for 37 and a half hours.

Q. Second year? A. The second year it was increased \$4.00 to \$111.00 on the day side, and \$115.00 on the night side.

Q. Now, who was president of the Local Union at that time, Mr. Steele? A. At what time?

Q. In November of '57? A. Mr. Joseph Mahoney was.

Q. Now, at about this time, did you have any meeting with Mr. Mahoney and any conversation about the matters discussed in the bargaining meetings? A. The only one I can recall, it had to do—

Q. When? I'm speaking of time now. A. I would say early in November of 1957.

Q. Where was that meeting? A. In my office.

Q. Who was present? A. Just Mr. Mahoney and myself.

Q. Tell us what was said, please.

[63] I told him that I felt that this question of new processes in the composing room was one that had been overemphasized as far as the Union worry about it was concerned, that our company had a long record of treating our employees well, and that we were certainly going to continue along that line, that new processes and new machinery were part of the printing industry, the same as they are in many other industries; and that if there was any fear among the men that these new processes would be employed to displace them from their jobs, I told Mr. Mahoney that I hoped he would convey to them the assurance of the Company that that was not the purpose, that rather, the purpose was, of course to employ the newest techniques and

machinery; but that as far as displacing present situation holders in the composing room was concerned, that would not be done; if it meant a reduction of the force in the room, it would be done, if new processes were used, by attrition; I use the term attrition, meaning it would be done [64] by when men were transferred, or deceased, or retired; and that, I said, that ten years from today it might well be that we have 10 or 15 or 20 lesser situations than we have at the present time, but certainly it wasn't going to mean letting off of people through new processes.

Q. Did the Company at that time contemplate any introduction of new processes? A. At that time we were using one process, the use of tape in the teletype tape.

Q. You described that already. Any others? A. No. We were thinking, and I told Mr. Mahoney, it may have been at this same meeting, that we were contemplating the use of a perforator for which we'd use for hole punching, and that we had a machine in the plant, and that if any of his men cared to use it and practice on it, I had no objection to it.

[70] Q. (By Mr. Kowal) Did you have any further meeting with Mr. Mahoney in February, Mr. Steele? A. 1958?

Q. Yes. [71] A. Yes. Mr. Mahoney requested—

Q. When was that, do you know? A. February 8, 1958.

Q. All right, sir, go ahead. A. Excuse me, February 4.

Q. Where was the meeting? A. In my office.

Q. Who was present? A. Mr. Mahoney and Mr. DeLorne, and Mr. Bowditch, and myself.

Q. Tell us what was said. A. Mr. Mahoney asked if there was any way that this matter could be resolved locally. My question to him was, "Under what authority are you now speaking?" "At the last meeting Mr. Lyon told the Company that this matter had been placed in his hands. What can we accomplish by this discussion?" Mr. Mahoney

asked if there was any way, any hope of talking locally if the I.T.U. released the Local Union. I said that it seemed impractical because three years ago we went through all the way through many sessions negotiating a contract only to have the I.T.U. reject it, throw it out because of certain defects.

The Company had told the Local Union that in the event of a strike the Company would file charges through the National Labor Relations Board, and go through the machinery provided for settling of this type, not for settling, but for handling [72] this type of a dispute.

Mr. Mahoney asked if the Company was committed to go through with the National Labor Relations Board proceedings; and we said yes, this was an orderly procedure, and the Union called the strike, and the Company took the action which it said it would; the Company had taken steps which were irrevokable in filling the jobs in the composing room, and that we were going through with the National Labor Relations Board proceeding.

Mr. Mahoney asked if the Company would listen to any further ideas the Union might have; and I said that the Company is always willing to listen; and that if we had any ideas, we would communicate them to him. He thanked me for the time, and left.

Q. Was there any mention in this conversation of clearance at all? A. Yes. In connection with my asking Mr. Mahoney about his authority to discuss this matter, he said that he was in my office with the knowledge of the National, the International, but that if any means of working this out could be arrived at, it would have to first have clearances with the International Typographical Union.

Q. Was that the last meeting you ever had with any representative of the Union in this situation? A. Yes, sir.

[78] Trial Examiner: All right, then, in view of the stipu-

lation of the parties, the record in the 10(k) hearing, Case No. 1-A'D-49 may be incorporated into this record by reference.

Cross Examination

XQ. (By Mr. Segal) Mr. Steele, the last meeting you had prior to the strike was, I think you told me, November 27, is that correct? A. That's correct.

XQ. That meeting was a meeting whereby the Union had, the day before, gone out at Mr. Hanson's suggestion to review the Company's proposal, is that correct? A. Yes.

XQ. And they came in at the meeting of the 27th ready to talk about those proposals, is that right? A. Yes, that's right.

XQ. And, in fact, they did discuss the proposal in detail on the 27th, did they not? A. They discussed them briefly.

XQ. All right, then, they discussed them briefly, and went right down the line in terms of what seemed to be in agreement and disagreement between the Company and the Union? [79] A. That's right, Mr. Hanson, rather, Mr. Mahoney did that.

XQ. Now, you have that General Counsel Exhibit No. 2 in front of you, do you? A. No, I don't.

XQ. Would you be kind enough to have it.

Trial Examiner: He has it.

XQ. (By Mr. Segal) Now, looking at General Counsel's Exhibit No. 2, can you tell me, whether you were in agreement to some of the following items that are included there.

First, wages proposed by the Union in Article II, let me start there. Were you in agreement on wages as outlined on Section 5 of the Union proposal, this is on Page 5, in Article 2? A. No, we were not.

XQ. You were not in agreement on wages? A. No.

XQ. No. 2: Were you in agreement on hours, which is

Section 1 of Article 2? The Union proposed 7 hours. A. No, we were not.

XQ. You were apart on hours.

You were apart on overtime, were you not? That was part of Article 2, Section 1. A. What section is that?

XQ. Well, first it would be the hours section in Article 2, and then Section 4 thereof. [80] A. We were not in agreement on hours.

XQ. Or overtime, is my question now. A. Where is that overtime section, what number is it?

XQ. On Article 2, Section 4, first. A. That isn't the overtime provision, is it?

XQ. Article 4, Section 1. A. Yes, that's it.

XQ. That's the overtime, representing back to the hours in Article 2, were you together on that? A. No.

XQ. Then, there were other important economic issues, such as vacations and holidays, were you together on those? That's Section 6 of Article 4. Holidays first.

Mr. Kowal: I do want to object to the use of the word "important" to this particular—

Mr. Segal: I'll rephrase it.

XQ. (By Mr. Segal) You were apart on other economic issues, such as holidays, Section 6 of Article 4, is that correct? A. Yes.

XQ. And, in fact, you were apart on election day, whereby, the Union, in Section 19 of Article 4 had requested that they have sufficient time off on election day to allow them to go to the polling place to cast their vote, the Company had not agreed to that, had they? A. That's correct.

[81] XQ. Correct that they had not agreed, is that right? A. That's correct.

XQ. And you were apart, am I correct, on Section 14 of Article 4, of the hospitalization, insurance, and sick leave, you were apart on, am I correct? A. Correct.

XQ. 15, Section 15 of Article 4, the severance pay, which

the Union had requested the Company had not granted. A. No agreement, right.

XQ. And that's true on 16, which deals with severance pay and reduction of force, is that correct, no agreement?

A. Right.

XQ. And in 17, where the Union had proposed a pension plan the Company had not agreed to any pension plan, is that correct? A. That's correct.

XQ. And we'll turn a minute to Article 5 on Page 12, where the Union was asking for the old contract terms, such as Section 1, if there are any changes that were made in the Taft-Hartley Law, those changes would be incorporated,—

A. Article 5?

XQ. Were you agreed on that? A. I'm not with you, sir.

XQ. Excuse me. Page 12, Article 5, Section 1, which was in the old contract; the Union wanted to renew again, calling for changes that might come about as a result of Taft-Hartley, [82]. you didn't agree to that, did you? A. I can't recall that specifically.

XQ. Did you agree to Section 2 of Article 5, which was the old contract proposal, language, the old contract language? A. No, I don't believe we did.

XQ. Did you agree with Section 3 of Article 5? A. No.

XQ. You didn't agree with that, either.

Now, let me just take a minute on some other places very quickly.

Were you in agreement on the "lobster shift," which is found in Section 4 on the top of Page 5? A. I don't believe there was any agreement on it, no.

XQ. Now, these are some of the clauses that Mr. Mahoney on the day of November 27 went over with you and your committee, pointing out where there were areas of disagreement, did he not? A. On November 27?

XQ. The final meeting day prior to the strike, as I under-

stand it. A. As I recall that, Mr. Mahoney looked over the Company counter-proposal.

XQ. And pointed out the Company was not in agreement on these, some of these areas that I have just pointed out to you. A. That is my recollection of it.

[83] Q. Well, is the answer to that yes or no? A. Yes; but the Union could not accept the Company proposal.

XQ. And he pointed, where there was a difference of opinion, as far as these various items that I have just listed, is that correct? A. Yes, that's correct.

XQ. And others as well, am I right? I haven't listed them all. Is that right? A. I couldn't answer that definitely as to others.

XQ. Will you take a look at General Counsel Exhibit 2 and tell us whether you were in agreement on all the other items, is that what you're implying? A. Would you care to specify what you mean by that?

XQ. All right, if you insist.

Let's start on Page 1, Mr. Steele.

Do I understand you were in agreement on the preamble?

A. I would have to refer to my detailed notes of these meetings in order to testify directly on that.

XQ. I thought you had those right there? A. The Company position was expressed in its counter-proposal.

XQ. Let me understand what you're now saying, Mr. Steele.

Are you telling me you were not in agreement on the preamble, or you were? I don't understand. Were you or weren't you in agreement on the preamble? [84] A. I can't honestly say; I don't recall that.

Mr. Hanson: May I observe, Mr. Examiner, the counter-proposal which he just referred shows definitely they were not in agreement even on the preamble.

Mr. Segal: I would be very happy to have Mr. Hanson testify when the time comes.

Mr. Hanson: When the exhibits speak for themselves, Your Honor, there's no need of any testimony on that.

Trial Examiner: It strikes me, in order to save time here, you have gone through a number of items here as to whether or not there was any agreement. Why don't you find out if there was agreement on any?

Mr. Segal: I tried to short cut, Mr. Hilton.

Trial Examiner: I didn't mean to put it in that form, I'm not trying to comment on that in any way; but it strikes me that if the witness can tell us the provisions or terms in which they were in agreement, you might be able to save some time and cut through this.

XQ. (By Mr. Segal) Mr. Steele, will you be kind enough to tell us which terms, if any, the Company was in agreement with the Union? A. Well, that would require a comparison of the Company counter-proposal with the Union's proposal. I can't specifically say just which, on which detailed items we were in agreement. We were substantially not in agreement in most [85] items.

XQ. Then, it's a fair statement to say that you were in substantial disagreement on most items, is that right? A. I would say so, yes.

XQ. And you can't tell us now which items you were specifically apart on, except the ones we have just at least gone over? A. That's right.

XQ. Now, I think you told Mr. Kowal on direct examination that there were a number of meetings in 1956. A. There were.

XQ. Did I hear you say correctly the Company didn't change its position in those meetings in 1956, is that right? A. Yes, that's right.

XQ. Then, in 1957, there were additional meetings. Did the Company change its position in '57? A. In 1957, yes.

XQ. Will you specify in what areas the Company

changed its position in '57? A. Well, for one thing, in the counter-proposal on jurisdiction.

XQ. So that we have a counter-proposal on jurisdiction, and you're referring to it? A. January 7, '57.

[86] XQ. (By Mr. Segal) So that the Company on that, by General Counsel Exhibit No. 4, you say, was willing to now change its position on jurisdiction, is that right? A. Yes, in attempting to settle this thing.

XQ. And in any other respects did they change their position in 1957? A. In the January 30 meeting, as I previously testified, the Company expressed, through Mr. Hanson, a willingness to start at scratch and counter-propose an entire new contract.

[87] XQ. January 10, I understood you to say, Mr. Steele, they gave their counterproposal, right?

[88] The Witness: On Jurisdiction.

XQ. (By Mr. Segal) That was my understanding.

Now, you told us on January 30 they now came in with changes of some kind or other, and I'm asking you to tell us what changes, if any. A. It does not represent any change in the Company's position; it's merely its expression of it reduced to writing.

XQ. So then it wasn't quite accurate if I heard that they made changes in their position. Actually, it was just putting their position in writing at that time, is that correct?

A. On this date?

XQ. Yes. A. That's right.

XQ. So that the General Counsel Exhibit No. 5, which was this proposed contract or counterproposal, or what have you, by the Company was purely, as I understand it from you now, putting in writing the Company's original position, except as it might have been modified by the Janu-

ary 7 counterproposal. A. That represented the Company's position as of January 30.

XQ. And was not a change in their previous position, that's what I'm trying to find out. A. To the best of my knowledge, it is not.

XQ. And subsequent to this date, do I understand that there was again no change in the Company's position? A. Subsequent to January 30?

[89] XQ. Right. A. Yes, that's correct.

XQ. So there were no further changes after that, either, was there? A. No, I don't—In the February 8 meeting, after the Union had rejected the Company counterproposal, Mr. Hanson then said that we would be willing to prepare a posted notice.

XQ. Now, posting of the notice by the Company was not a change in their position relative to their position on the various items that they had embodied in this written proposal, or General Counsel No. 5; was it? It was just another method of embodying that, was it, or was it something else?

A. The posted notice contained the scale increase.

XQ. Scaled increase that was in this document, or not?

A. No, that document provided for an increase of \$4.00 and \$3.00, as I recall it; and the posted notice was for 4 and 4.

XQ. Apart from that, did the posted notice contain any other changes that were not in here, when I say here, I mean General Counsel No. 5? A. The posted notice provided for funeral leave, an extra slide day on holiday, the jury pay, the use of the joint standing committee for handling of differences, and so on.

XQ. And these were new things that were not in here, is that right? A. Some of them were in there, I'm sure.

[90] XQ. But with regard to the other items, then, let me just eliminate for the minute the few items that you have mentioned relative to the posted notice, was the Company's

position after the date when this was proposed identical with its position as it was by this document called General Counsel's No. 5? A. Yes, it was.

XQ. So there wasn't any change after that? A. No.

XQ. Now, there was a posting of notice, I think you just started to tell us, sometime in February, 1957, is that correct? A. That's correct.

XQ. This was put up on the board of the Company, was it? A. Yes, sir.

XQ. It wasn't the first time the Company had posted notices relative to wages, hours, or working conditions, was it? A. I believe it was the first time one had been posted. In 1955, on June 6, we had sent a notice to employees with a scale increase at that time over a two-year period; but as I recall it, that was included in the pay envelopes.

XQ. That notice of June 6, '55, was a notice that was put in each man's individual pay envelope and said that the wages were increased, or something, to that effect? A. That's correct.

[91] XQ. That was a unilateral notification to the employees, is that correct? A. Yes, it was.

[92] XQ. Mr. Steele, did you realize that the proposals that the Company was making were changes in the clauses that existed in the old contract when you prepared that? A. Yes.

XQ. You realize that some of the things that the Union had had in the previous contract you were asking to be taken out of the new agreement, is that correct? A. Yes, that's correct.

XQ. For instance, Article 1, Section 7 in the old agreement provided for general laws of the International Typographical Union in effect January 1, '53, not in conflict with state or Federal law shall govern relations between the parties on those subjects concerning which no provision is

made in this contract. That was a year-old contract, right?

A. It was.

XQ. And you wanted that out, is that correct? A. That's correct.

XQ. That's one of your new proposals.

And during the discussion, on that question, did somebody point out to you the fact that this provided that this only applied in the laws if the laws were not in conflict with state [93] or Federal law? A. Yes, I think so.

XQ. As a matter of fact, wasn't that pointed out to you by Mr. LeMothe, Mr. Lyon, Mr. Mahoney on several occasions? A. I don't recall, it could have been.

XQ. And during the discussion of the I.T.U. laws, did the Union representatives point out to you that there was a provision in the general laws to the effect that any law that was in conflict with the public law would be superceded by public law, specifically Article 14 on Page 100 of the general laws? You recall someone pointing that out to you?

A. I believe Mr. Lyon pointed that out, yes.

XQ. And that section reads, for the record, how Mr. Steele? A. "In circumstances in which the enforcement or observance of provisions of the general laws would be contrary to public law, they are suspended so long as such public law remains in effect."

XQ. That was pointed out to you by Mr. Lyon? A. As I recall, it was, yes.

Trial Examiner: I think the record should show that you were reading from General Counsel's Exhibit No. 15.

XQ. (By Mr. Segal) Page 100, Article 14 of General Counsel's Exhibit No. 15, that correct? A. Yes, that's correct.

XQ. As a matter of fact, during that discussion of [94] November 27, you told us that Mr. Lyon said that as far as the Union was concerned, their proposals were legal, they

would not have proposed them if they were illegal, you recall that? A. Yes, sir, I do.

XQ. He also pointed out that day, I think you told us, that the Union was dissatisfied with wages, hours, and other working conditions, and, therefore, good-day, is that correct? A. That was substantially it, yes, sir, plus the question of differences of opinion regarding legalities.

[95] XQ. (By Mr. Segal) The question was, did Mr. Hanson say to the Union that he was going to the National Labor Relations Board against this Union? A. In the event of a strike, yes.

XQ. Now, Mr. Steele, as I understand it, one stage of the negotiations, you objected to the I.T.U. laws on the ground [96] that many provisions were illegal, is that correct? A. That is correct.

[97] XQ. (By Mr. Segal) First, did you point to any specific laws and tell the Union that in your opinion they were illegal as being closed shop? A. I did not personally.

[99] XQ. (By Mr. Segal) Now, Mr. Steele, do I understand that the Company was willing to negotiate a contract provided the Union withdrew its proposals on jurisdiction, foremen, and I.T.U. laws, is that right? [100] A. The Company was willing to sign an agreement that was reached on all matters, not merely based on those three items or withdrawal of them.

XQ. In other words, the Company did not ask to have those three withdrawn, do I understand that? A. Mr. Hanson said that the Union must consider whether or not, whether they shall withdraw these three items.

XQ. Did the Company say that these three items must be withdrawn before we can negotiate these others? Didn't they say that along the way? A. Not to my knowledge.

XQ. Were they willing to negotiate the first three items?

A. The first three items?

XQ. Yes; namely, I.T.U. laws,— A. Yes.

XQ. The foreman? A. They were willing to negotiate them to this extent; on Union laws, they were willing to negotiate them individually; as far as the Union foreman is concerned, they were willing to agree that a foreman could be a member of the Union, but that it could not be required by contract that he must be a member of the Union; and certainly, the Company was willing to negotiate a jurisdiction clause.

XQ. So that as of November 29, when the Union went on strike, Mr. Steele, is it correct to say that the major economic issues, [101] such as wages, hours, overtime; pensions, severance, election day, and the various other items that we discussed earlier, were not in agreement between the Company and the Union?

Mr. Kowal: Objection. I do object to the use of the word "major." I think we should get at the facts without the introduction of these loaded phrases.

Mr. Segal: Strike the word "major."

XQ. (By Mr. Segal) The economic issues such as wages, hours, overtime, holidays, severance pay, pensions, sick pay, were not in agreement between the Union and the Company? A. Right.

XQ. And that matter was made clear to you by Mr. Mahoney on November 27, was it? A. Yes.

XQ. And also by Mr. Lyon on that day? A. That's right.

[108] XQ. (By Mr. Segal) Was priority brought out at the negotiation meetings, Mr. Steele? A. No violation of priority was.

XQ. But priority was discussed? A. Yes.

XQ. And did the Company make any statement about

what priority they were putting into effect, if any? A. Mr. Hanson said that the Company would continue to observe priority practices as they had been.

[109] XQ. (By Mr. Segal) Was the Swenson matter known to the people during the strike? A. To what people?

XQ. To the Union people. A. As a matter of fact, this is the first time I've heard of the Swenson case.

XQ. You never heard of the Swenson case before?

[110] I have not.

XQ. Then, we will not pursue it with you.

XQ. (By Mr. Van Arkel) Mr. Steele, as I understand your testimony, in the course of these negotiations, objection was made on legal grounds to 3 of the Union proposals, the Union foreman, Union laws, and Jurisdiction, is that correct? A. Yes, sir.

XQ. Were those the only ones? A. On legal grounds?

XQ. Yes. A. To the best of my knowledge, yes.

XQ. Specifically, at any time in the course of these negotiations, was any objection made on legal grounds to Article 1, Section 2 of the proposed agreement providing that all composing room work shall be performed only by journeymen and apprentices, and so forth? You have a copy of General Counsel's Exhibit 2 there, Mr. Steele? A. Yes. Article 1, Section 2?

XQ. Section 2. A. Yes, Mr. Hanson objected to that.

XQ. Well, then, there was objection on legal grounds to other [111] than the three clauses you described, is that right? A. Yes, I guess that is right.

XQ. And did Mr. Hanson make any statement as to why that clause was illegal? A. Yes, because it was necessary for a journeyman to be a member of the I.T.U.

XQ. Where does it say that? A. In the general laws.

XQ. (By Mr. Van Arkel) Well, do I properly infer from your answer, then, that there is nothing in the language of Article 1, Section 2 which would require any such thing?

Trial Examiner: Overruled; he may answer.

The Witness: Well, the answer to that is that the general laws provide the journeymen shall be members of the I.T.U., and [112] the section says "All composing room work must be performed only by journeymen and apprentices."

XQ. (By Mr. Van Arkel) Well, leaving the first part of the question for the moment, Mr. Steele, did Mr. Hanson say that it was illegal for a contract to provide that composing room work should be performed only by journeymen and apprentices? A. As he defined it here, yes, as he saw this—

XQ. Well,— A. —provision.

XQ. How about Article 1, Section 5, on Page 2, what was said on the subject of Article 5, Section 2, I mean, Article 1, Section 5? A. Mr. Hanson objected to the requirement that the foremen shall be a member of the Union.

XQ. Was that the only thing he objected to? A. No.

XQ. Hm? A. No.

XQ. What else did he say? A. Also, that members holding situations employ competent substitutes without consultation or approval of foremen.

XQ. Did Mr. Hanson object to that on legal grounds? A. He did.

XQ. How about the rest of the language? A. He objected to the provision that the Union shall not [113] discipline the foreman for carrying out written instructions of the publisher on the basis that it wasn't necessary that every instruction from the publisher be written.

XQ. Did he say that that was illegal to propose that?
A. Not illegal.

XQ. Hmm? A. Not illegal, no.

XQ. All right. Anything further? A. I believe he objected to the provision that if a foreman performs any duties of a journeyman, then he shall be classified as a working foreman.

XQ. Did he claim that that was unlawful? A. No.

XQ. Well, now, to return, for a moment, to Article 1, Section 2, at any time was attention called to the language of Article 1, Section 6 of this contract defining journeymen?

A. His position on that Section 6 was pressed in the Company's counterproposal with reference to the training and selection of apprentices.

XQ. Was there any discussion at all of Section 6 of Article 1 in the course of the negotiations? A. Yes, I believe there was.

XQ. And could you tell us what, if anything, was said about that? A. The Company reserved the right to pick its own apprentices.

[114] XQ. Did Mr. Hanson insist that that was something that was required by law? A. He did not.

XQ. At any time was there any discussion of the language in Section 6 of Article 1, providing, "Persons seeking to qualify as journeymen shall be given an examination under non-discriminatory standards and procedures established by the parties hereto or the Joint Standing Committee by impartial examiners qualified to judge journeyman competency selected by the parties hereto"? A. The only discussion I recall was Mr. Hanson said that the publisher reserves the right to pass on the competency of apprentice applicants, and was not willing to have that on a joint basis.

XQ. And you say that was not on legal grounds, that was

just something the publisher wanted, is that right? A. As I recall it, yes.

XQ. Did the Union at any time point out that the provisions of Section 6 of Article 1 were designed to assure that employment would be on a non-discriminatory basis?

A. Yes, they did.

XQ. And did they say that, did they point out to you that the provisions of this contract would override any provisions of the general laws? A. I don't recall that specifically.

[115] XQ. Well, the Union proposal did propose to continue, did it not, the language of the first paragraph of Section 7 of Article 1, namely, that this contract alone shall govern relations between the parties on all subjects concerning which any provisions made in this contract? A. They proposed the continuance of that first paragraph, that's right.

XQ. And did they point out to you at any time that the effects of that paragraph in the proposal would be that the provisions of Section 6 of Article 1, dealing with a non-discriminatory method of hire, would prevail over the general laws of the Union? A. I can't recall that they specifically applied the interpretation of their general laws to Section 6.

XQ. Did you have an understanding on that subject? A. I don't understand you.

XQ. Well, I mean, in the course of these negotiations, did you understand that the provisions of the contract would override any provisions of the general laws? A. The Union asserted that; I think that was a question that hadn't been resolved, actually.

XQ. Well, specifically, did they point to the language of the first paragraph of Section 7 of Article 1? A. They referred to it several times, yes.

XQ. And from that, did they argue that if the general

laws [116] contained any language which called for closed shop it would be superceded by the contract language of Section 6 of Article 1? A. I don't recall that.

XQ. Did you discuss that among yourselves at all? That is, with Mr. Hanson or any of your co-negotiators? A. Discuss what?

XQ. The question whether or not the provisions of the contract would not override any provisions of the general laws which might be construed to require closed shop conditions? A. Why, yes.

XQ. You did discuss that? A. Yes.

XQ. Did you arrive at a conclusion on the matter? A. We arrived at a conclusion that by agreeing to the general laws in toto that where a Union shop was provided for, we would be bound by the provisions of the general laws.

XQ. Despite the language of Section 6, Article 1, is that correct? A. That's right.

XQ. So that, I take it, the upshot of this was that the Union presented to you in some detail the reasons why the proposal which they were making did not require you to agree to a closed shop agreement, is that correct? A. There was a great deal of discussion about that, yes.

[117] XQ. And the Union consistently took the position in presenting this proposal they were not asking you to agree to anything unlawful? A. That's their position, yes; they said if it was illegal, they wouldn't have proposed it.

XQ. And I take it you and Mr. Hanson and others disagreed with that view? A. Yes, sir.

XQ. Now, I'd like to call your attention to Section 11 of Article 4; I believe it's on Page 10 of the proposal.

Would you tell us what, if any, discussion, there was about Section 11 of Article 4? A. Well,—

XQ. Specifically, Mr. Steele, let me direct your attention to the first sentence of that section: "When it becomes nec-

necessary to decrease the force, such decrease shall be accomplished by laying off first the person or persons last employed, either as regular employees or as extra employees, as the exigencies of the matter may require."

Did Mr. Hanson or anyone object to that clause that that clause was unlawful? A. I don't recall his objecting to it on a legal basis.

XQ. As a matter of fact, that's just one application of the priority law? A. I would say so.

[118] XQ. And you would agree that you would continue the priority system that you had in effect? A. That's right.

XQ. So I take it from that that at no time was any objection in the course of these negotiations made that the priority proposals of the Union were unlawful, is that right? A. That is right.

XQ. Now, to go to the second sentence: "Should there be an increase in the force, the persons displaced through such cause shall be reinstated in reverse order in which they were laid off before other help may be employed." Was there any objection to that? A. I recall none.

XQ. Again, that's an application of the priority rule. A. Yes.

XQ. Now, "Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations," was there objection to that? A. I don't believe there was to that specific clause, section.

XQ. In any event, it's true in the newspaper business, is it not, Mr. Steele, that in order to serve as a substitute, a man must have journeyman competency?

Mr. Hanson: I object to that.

XQ. (By Mr. Van Arkel) Is it true at the Worcester Telegram, in order to establish his ability as a substitute, a journeyman [119] must establish his competency? A. Yes.

Mr. Hanson: I object to that.

Trial Examiner: Overruled; his answer may stand.

The Witness: —by this clause.

XQ. (By Mr. Van Arkel) But as a matter of practice, that's been true also, hasn't it? A. Up until the time of the strike.

XQ. The practice at your paper, I take it, had been that in the event a regular situation holder was absent, a substitute would fill in for him? A. Yes.

XQ. So that a substitute would have to have the skills and ability which a regular situation holder has?

Do you have the question? A. Yes. I'm thinking.

XQ. I'm sorry. A. The answer would be yes.

XQ. Now, to go on with the rest of this paragraph, "and the substitute oldest in continuous service shall have the right in the filling of the first vacancy." Was there objection to that? A. There was objection in general to the practice of a substitute being put on by a regular situation holder without being put on and passed on by the foreman. [120] XQ. Well now, I wonder if we're speaking of the same thing, Mr. Steele.

This particular language deals with the situation where a regular situational becomes vacant, does it not? A. Yes.

XQ. And who shall have the prior right in the filling of that vacancy? A. Persons considered capable as substitutes by the foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have the right in the filling of the first vacancy.

XQ. Now, I think you said there had been some objection voiced to the right of regular situation holders to put on substitutes, is that correct? A. Yes.

XQ. But that's not the problem that this section covers, is it? A. No, it is not; you're right.

XQ. So would you say there was no objection to the

language that you just read here? A. I can recall no objection to that.

XQ. How about the last sentence, "This section shall apply to incoming as well as outgoing foremen," was any objection expressed to that? A. Not to my knowledge.

[121] XQ. Now, if I may, I'd like to ask you to turn back to Article 1, Section 12, Mr. Steele, which I think you'll find on Page 4 of the contract.

Was any objection made to that section which would give employees a right not to cross a picket line? A. I can't recall any specific discussion of that section.

XQ. Well,— A. The notes may show an objection to it; I don't recall it as of now.

XQ. Is it your best memory that no objection to that on legal or other grounds was raised in the course of negotiations? A. I can't recall it.

XQ. Now, Article 1, Section 9, I believe you have already stated you don't recall any specific discussions about that. That deals with, well, that deals with Section 9 of Article 1. A. Yes.

XQ. Article 3, Section 7, dealing with apprentices subscribing to and completing the I.T.U. Course of Lessons in Printing, was there objection to that? A. Yes, there was.

XQ. And on what grounds? A. On the grounds that we felt that it shouldn't be required that apprentices by contract should subscribe for and complete the I.T.U. Course of Lessons.

XQ. Are you familiar with that course, Mr. Steele?

[122] A. No, sir.

XQ. Have you ever seen any of the handbooks that are used in the course of that Course of Lessons in Printing?

A. I have not.

XQ. You know that these deal with all branches of the craft of printing?

Mr. Hanson: I object to the way that question is phrased.

Trial Examiner: Overruled. I mean, this is cross examination.

The Witness: I am not familiar with the lessons.

XQ. (By Mr. Van Arkel) Did you make any effort to familiarize yourself with these lessons before objecting to them? A. I did not.

XQ. Was it explained to all why it was illegal to require apprentices to follow certain studies? A. We felt that it was not within the authority of the Employer to require an apprentice to subscribe to and complete the "I.T.U. Course of Lessons."

XQ. Do you know whether any other course of lessons in printing is available or not? A. I don't know; I assume there is.

XQ. You made no effort to investigate that problem? A. No, sir.

XQ. Did you observe the language of the clause that apprentices shall be advised to subscribe for and complete [123] the I.T.U. course? A. I did.

XQ. Hmm? A. Yes.

XQ. But I think you just used the language that you didn't think they should be required to, or did I hear you wrongly? A. Well, to advise them and to require them could be construed in different ways, I'll grant you that; but I think that our interpretation is to advise them to take it would indicate the Company would look with favor upon their subscribing to these lessons.

XQ. Well, was the Company against that? A. The Company position was against it as expressed in negotiations.

XQ. They were against apprentices faking and subscribing and completing this course of lessons? A. Being advised to, yes.

XQ. And you say that it was insisted that that was an unlawful requirement? A. No.

XQ. I'm sorry, I didn't hear your answer. A. No.

XQ. This was just something the Company didn't want to do, is that right? A. That's right.

[124] XQ. Now, Article 4, Section 5—sorry to be skipping around so, but that's because the Complaint in this case skips around so—Article 4, Section 5 of Page 8, can you tell us what the discussion on that was?

Perhaps we'd better break it up, Mr. Steele.

Do you recall whether there was any discussion about the first paragraph of that which says: "The publisher shall be permitted to operate his composing room six or seven days per week and as many shifts as may be desired to meet requirements under conditions set forth in this contract. The particular days constituting a situation shall be designated by the foreman," and so forth.

Was there any discussion of that at all? A. No, I don't recall any.

XQ. It wasn't discussed? A. Not to my knowledge.

XQ. And in any event, no objection to it voiced? A.

No.

XQ. How about the next paragraph, that employees may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing? A. I recall no objection to that.

XQ. As a matter of fact, that's simply another application of the priority system, is it not? A. Yes, it is.

[125] XQ. Which you have already testified you found agreeable? A. Yes.

XQ. How about the next one: "In giving nights or days off, the foreman shall give preference to members oldest in priority standing," and the rest of the paragraph? A. That again has to do with priority practices; there was no objection that I can recall to this.

XQ. How about the next paragraph: "It is further understood that this section shall not apply to extras em-

ployed because of paid vacations," and so forth? A. I would say the same answer to that.

XQ. Well, now, would you turn to Article 4, Section 10, particularly the first sentence of it: "The foreman has the right to employ help and shall observe strict priority rights of substitutes in so doing? A. I recall no discussion of that.

[127] XQ. In the course of negotiations, did you or anyone else on behalf of the Employer express any objection to the first sentence of Section 10 or Article 4? A. I recall no such objection during negotiation.

XQ. Now, is the same true of the balance of Section 10? A. No, it isn't; where there is reference made to the "hereinbefore accepted International Typographical Union Laws," there was no agreement there.

XQ. Would you read the rest of it and indicate if there was any other objection? A. I recall no other, no objections to the remainder of that in negotiations.

XQ. Well, now, we have already covered Article 4, Section 11, Mr. Steele, but since the Complaint has it in twice, I suppose [128] we might as well put it in twice.

As I recall your testimony with respect to Section 11; it was that there was no objection to that on legal or other grounds because it was an application of the priority rule, is that correct? A. That's correct.

XQ. Well, now, because of the way this Complaint is set up, we'll have to jump back again, Mr. Steele, to Article 1, Section 5, dealing with the right of journeymen to employ substitutes.

XQ. Will you tell us what discussion there was about that?

A. Yes. The Company objection to that was based on the provision that members holding situations may employ com-

petent substitutes without consultation or approval of foremen.

XQ. And what was the objection that was expressed to that? A. That the foremen should be given and have the authority to hire and fire.

XQ. Was the statement made that this was an illegal requirement? A. I believe it was, yes.

XQ. And on what grounds, do you recall? A. On the grounds that it would foster the continuance of the closed shop.

XQ. Has it been true at the Worcester Telegram, Mr. Steele, that composing-room employees are required to cover their [129] situations? A. It had been.

XQ. Will you describe what that phrase "cover a situation" means? A. If they were unable to report for work, they would, they were to put on a suitable competent substitute to cover their jobs.

XQ. And this was an order so that the paper would have enough men available to publish its edition?

Mr. Hanson: I object to the phraseology, is that the reason for it.

Trial Examiner: Overruled. This witness is experienced in those matters; he can answer them.

The Witness: May I have the question again, please.

XQ. (By Mr. Van Arkel) Was the reason for this obligation to cover a situation in order that the newspaper would be certain that there would be enough men present to get out its paper each day? A. That was one of the reasons that the Union would contend, yes.

XQ. Well, did you agree with that reason? A. We had in prior contracts.

XQ. So that this right to hire a competent substitute is also a means by which a journeyman will be able to cover his situation in the event he was required or wished to be

absent from [130] his shift, is that right? A. That's correct.

XQ. Going to Article 4, Section 10, on Page 10, was there any [131] objection made to so much of that clause that states a discharged employee shall have the right to challenge the fairness of any reason for discharge. Demand for written reason for discharge shall be made within 72 hours after member is discharged? A. I recall no objection to that.

[136] XQ. (By Mr. Van Arkel) Mr. Steele, in your testimony yesterday you said that there had been some discussion in the course of negotiations about teletypesetters? A. Yes.

XQ. And I believe you stated that insofar as the running of the tape from the teletypesetters through linotype machines was concerned, that was not a matter about which there was any argument? A. To the extent that the company was willing to permit or concede to the union jurisdiction over the running of tape through the machines.

XQ. That you say the company was willing to concede? A. Yes, with the provision, of course, that there be no limitation as to the amount or type of tape that was to go through the machine.

XQ. So that the controversy with respect to that really revolved around the union's request that feature materials, for example not come in on teletypesetter type? [137] A. Yes, and that first came into negotiations when Mr. Lyon sat in with us in 1955 when he took a newspaper and showed what could be included; that is from the AP, UP, and so on as tape material. As I recall, he took a Gazette and took page one of it and marked up what if the tape was conceded if it was run through, what would go into the paper from the tape; and his point there was that what they

were trying to do, what the union was attempting to do was to ~~preserve~~ manual labor insofar as possible by limiting this to purely news material and not expanding it into the feature contents.

XQ. Well, just to clarify the record on this a little bit, the teletypesetter process of operation is one in which a machine is punched at a remote point; and then electric impulses transmit it over wire, activate a machine, which prints tape which can then be used on a linotype to set type. Is that a summary of the teletypesetter operations? A. On the wire service, that is right.

XQ. On the wire service.

So that, by sending from one central point, you can distribute news matter in form ready to feed into the linotype to several different points of destination, is that correct? A. Yes, that is correct.

XQ. So that the union's request in this respect was limited [138] to the type of matter which might be received over the teletypesetter, is that correct? A. At that particular discussion, yes. Now, there was further discussion, again I can't tell you exactly when all this occurred, but during the course of these negotiations, there was further discussion to no conclusion as to the number of men who might be employed in tending as monitors these teletype machines. The union, I don't recall the numbers involved; but there was discussion back and forth as to the number of people who could efficiently man those machines.

XQ. Now, did the management of the newspaper at any time take the view that this demand of the union was unlawful? A. This particular demand?

XQ. Yes, or this request to limit the type material which might be brought in by teletypesetting? A. No.

XQ. That was something that management, as an economic matter, felt it should have the right to decide for itself? A. Yes, that is right.

XQ. Now, I believe you stated in your direct testimony, Mr. Steele, that at several times in the course of these negotiations the union negotiators took the position that they wanted an approvable contract? A. Yes.

XQ. And by approvable, you understood that to mean a contract [139] approved by the International Typographical Union as being in compliance with its laws and federal law? A. The statements that were made to us by the local people and then later by the international people was that these people are looking for a written contract, they want a written contract; in order for them to be willing to sign a written contract, it must be one approved by Indianapolis. That is the term that was used in general, approved by Indianapolis.

XQ. Are you familiar with the approval language that is usually contained on agreements negotiated by affiliated local unions of the ITU?

Mr. Hanson: I object. We have a proposal here. What they might have done some place else is irrelevant.

A. I am familiar with the language in the proposal.

XQ. Well, specifically, Mr. Steele, you had an agreement which expired on December 31, 1954, which is in evidence. Looking at the last paragraph of that agreement, it states that this agreement is approved as being in compliance with the laws of the International Typographical Union as limited by the Taft-Hartley Law and the undersigned, and so forth. Was it your understanding that it was the addition of that paragraph which made it an approved agreement?

[140] A. No, that wasn't my understanding of it. My understanding of it was that in order to, and this came out from experience, in order to have an approved contract, regardless of that particular language, the procedure was that the local must clear with Indianapolis as to the language in that contract. And that is borne out by our experience

again in 1955 when we worked out what we thought was locally agreeable language on the jurisdiction clause and adjourned our meeting; and then Mr. LaMothe came back I believe the next day and said that he had been in touch with Indianapolis and that they had rejected the language due to certain defects in it. So that is our understanding of Indianapolis approval.

XQ. Does Mr. LaMothe at that time point out what those defects were? A. Yes, he did.

XQ. But in any event, I take it that the union negotiators made it clear to you that they were not only willing but anxious to arrive at an approvable agreement, is that true?

A. Oh, yes, certainly.

XQ. Did you at any time have any doubts or reservations in your own mind that, if, for example, you had agreed to what the union was asking, that they would have been ready and willing to enter into a contract to that effect? A. No, I think that they were sincere in their negotiations, certainly.

[141] XQ. So that would it be accurate to summarize the course of these negotiations by saying that as to certain issues considered important by both parties, there was a disagreement as to the legality of those proposals? A. Yes.

XQ. And do you have any doubt that, if the union, for example, had agreed with your position, that those requests were illegal; that an agreement would have been arrived at? A. As far as we are concerned, we would have been very happy to have had a written agreement, yes, providing for, as Mr. Hanson had said, for wages, hours, and working conditions as contained in the company's counter proposal, based on what we thought or what our attorneys thought was a legal contract.

XQ. Well now, to take the other side of that coin, Mr. Steele, do you have any question that, if you had agreed with the union's position that their demands were lawful,

that an agreement would have been arrived at? A. If we—

XQ. If you had accepted the union's position in the course of negotiations that all of the contract clauses were lawful which they were requesting, do you have any doubt that an agreement would have been arrived at?

[143] A. If we accepted the premise that all these demands were legal, do I have any doubt that an agreement would have been arrived at? I would answer that by saying that the company was willing and wanted a written and legal contract. If in our opinion these demands had all been legal and we had had agreement on all other matters, economic, operating, and so on, I think we would have agreed to a contract.

XQ. (By Mr. Van Arkel) So I take it, Mr. Steele, it would be a fair summary, then, of your entire testimony to say that the union throughout these negotiations manifested a [144] desire and an intention of reaching an agreement if acceptable terms would be agreed upon, is that true? A. Yes, I think there is no question of that.

Redirect Examination

Q. (By Mr. Kowal) In connection, Mr. Steele, with this question that, if you had accepted the union contract clause as legal, would you have arrived at a contract, what were the principal stumbling blocks to an agreement?

A. The principal stumbling blocks as brought out particularly at the last negotiation session were the inclusion of the entire ITU general laws into it, the inclusion of a provision that the foreman must be a member of the union, and the insistence by the union that the company accept the jurisdiction language exactly as it was set forth in their proposal.

Q. And am I mistaken in saying that in prior meetings that you had expressed a position or the company had expressed a position that, if these stumbling blocks could be gotten over, an agreement would easily be reached?

A. Mr. Hanson said that, if these stumbling blocks [145] could be removed, that we would be well on our way in his opinion to a contract.

Q. So that is there any doubt in your mind that you would have reached agreement with the union if these stumbling blocks were out of the way? A. No, sir.

Q. Now, in these negotiations, did you discuss or state all your objections to the legality of the general laws?

A. I believe Mr. Hanson went through them substantially, yes.

Q. In the '56 negotiations when he wasn't present, did you state all your objections to the legality of the general laws? A. I did not.

Q. Did you make any offer in that connection? A. In connection with what, sir?

Q. In connection with bargaining about the general laws and discussing them? A. In 1956?

Q. Yes. A. May I check my notes on that. I can't recall it.

Q. Well, did you make any offer about bargaining about them individually? A. Yes.

Q. And was that refused? [146] A. It was.

Q. Was there a connection between the legality of the general laws and the legality of the contract clauses that Mr. Van Arkel has been asking you about? A. Yes, there is, yes.

Q. And I take it you did not state that you stated all your objections to the legality of the general laws, is that correct? A. Yes, sir.

Q. Do you have any knowledge, do you have any memory as to what the general law states as to the priority

list in the union? A. Well, of course, the priority list is in the hands of the chapel chairman.

Q. Did you have an objection to that? A. We had an objection in general to any hiring practices [147] being taken over from the foreman.

[148] Q. (By Mr. Kowal) I show you what has been marked for identification as General Counsel Exhibit No. 16 and ask you whether or not that is the alleged agreement that you [149] reached with the local union in 1955 as to jurisdiction, or rather, Section 3 and 4 of the alleged agreement that you reached with the local union in 1955? A. Sections 3 and 4 are the ones that at the session, at the local session with Mr. LaMothe we felt we had arrived at language that was agreeable.

Q. And that agreement, I believe you testified, was submitted to Indianapolis? A. To the best of our knowledge, Mr. LaMothe told us it was, yes.

Q. And Mr. LaMothe told you something about Section 4, is that correct, the new section 4? A. Yes, he, in the following session which took place on July 7, Mr. LaMothe told us that Section 4 had been rejected because it contained certain defects.

Q. Rejected by whom? A. By Indianapolis. The difference in opinion being that the new Section 4, the Indianapolis proposal should read, the party of the first part guarantees to the party of the second part full jurisdiction as defined by the party of the second part.

Q. And who is the party of the second part? A. That would be the union, over any process, machinery, or equipment which may be used as an evolution of or substitute for any process, machinery, or equipment used on [150] the effective date of this agreement.

Q. Now, I believe that Mr. Segal asked you about the

changes in the company's position in 1957, I forget the precise dates that he used. Did Mr. Hanson in the meetings of November 26 and November 27 offer to arbitrate all issues? A. Yes, he did.

Q. Was that a change in the company's position? A. Yes, it was. At least, I don't believe it had ever been expressed prior to that.

Q. By the way, did the union ever change its position in 1957? [151] A. Not to the best of my knowledge. Again, the three items, the laws, the jurisdiction, and the union foreman were the stumbling blocks, and no, the union didn't change on that.

Q. Was there much discussion as to any other items in these negotiations? A. As a matter of fact, the major portion of the discussion revolved around these three items. The others were gone through rather rapidly.

Recross Examination

[152] XQ. Mr. Steele, the company posted some conditions of employment sometime in February? A. Yes.

XQ. Those were the same conditions that Mr. Hanson read off at the meeting of February 7 or 8, with some changes? A. Now, what happened at that February 8 meeting wasn't that he read off a list and said this is what, this is a set of conditions. He said that apparently we've reached an impasse, the company—

Mr. Hanson at that meeting said that the company position remains the same, that we were not willing to sign on laws and jurisdiction, we would okay TTS operation [153] for wire service with no restrictions, we were willing to give a non-introductory clause as far as new processes were concerned, and he offered to post a notice due to this impasse; and he said that even though he realized that this

was not negotiable, that the company was willing to discuss it in order to provide a means whereby the men would at least know what the company position was.

XQ. And he was—excuse me, I'm sorry. A. Then he read the notice, and it was a discussion of it, he read a notice.

XQ. That is what I am getting at. At that meeting Mr. Hanson read a notice which was about three pages long, I believe? A. I don't remember how long it was.

XQ. There weren't enough copies to hand around of that notice? A. I don't remember that either.

XQ. And he said, as you just indicated, that this was not negotiable, but he would discuss it? A. Yes, sir.

XQ. And he did discuss it in the sense, in which sense, Mr. Steele? A. He discussed it in the sense that, if there were any changes, that the union requested, to which the company agreed, maybe he'd be willing to change the notice, so then—

XQ. Excuse me, let's stop right there. He said, did he, that [154] the company would be willing to look at changes that the union might want to suggest? A. Well, to discuss them right at the table.

XQ. Willing to discuss.

And Mr. LaMothe said that the wages were not sufficient, did he? A. Yes, he did, that's right.

XQ. And he offered a counter proposal of \$6 did he? A. He did, he asked for it.

XQ. And did the company give it? A. It did not.

XQ. (By Mr. Segal) And when that meeting finished, did management give out at that meeting these changed conditions of employment? A. Not that that meeting, no.

[155] XQ. They went out and then what? Posted at a subsequent time? A. Yes, I believe it was posted on the following day.

[156] XQ. I was limited, I have been told, to this '55 approach, and I am just taking it on from there. Do I understand the position from this July 1955 has changed or not by the company on jurisdiction? I am referring to General Counsel [157] Exhibit 16. A. Yes, it has changed because this Section 4 states that in the event of introduction of new processes of any new process or machinery for composing room work not being used in composing room work on December 31, 1954, the party of the first part guarantees to the party of the second part full jurisdiction over any such new process. Now, the company in an attempt to arrive at an agreement and to close this thing up offered to, offered a clause not to introduce certain defined new processes during the term of the contract. Subsequent to this time—

XQ. You are now referring to the '57 negotiations? A. That's right.

XQ. So that the company's position has changed in the sense that it wanted to change the old contract or the old proposal, if you will, or the old agreement, that it had that you have identified as General Counsel 16? A. Well, the old agreement contained the non-introductory clause. We then in our first negotiations on that wished to withdraw that non-introductory clause; then through a series of negotiations, we were willing to change our position to this; and then following this July 6 language, we again were willing to change back to a non-introductory basis.

XQ. Which was the old contract of '54? [158], A. That is what it really amounted to.

Mr. Kowal: Can the record show that this was General Counsel Exhibit 16.

Trial Examiner: That is correct.

XQ. (By Mr. Segal) The union on the other hand had

changed its position from '54 by wanting to change the old contract clause, is that right? A. Yes.

XQ. And according to you, they had gone to the clause that is now in Section 4 of General Counsel 16 in 1955, is that right? A. That was the proposal of that date from the union, that is right.

XQ. Then later they changed to the position of the proposal that you have in front of you in General Counsel No. 2, I think it is, which is the long proposal of 1956 and 7, is that right? A. That is correct.

XQ. And then Mr. LaMothe in turn explained the position on the tape machine after some discussion with the company of that particular problem, is that correct? A. Well, the specific memory I have as far as tape is concerned is with Mr. Lyon rather than Mr. LaMothe.

XQ. I meant Mr. Lyon, I'm sorry. [159] A. Yes, Mr. Lyon.

XQ. And he explained what the position of the union was and what they were willing to do relative to that problem as the company and the union discussed it? A. Yes, sir.

XQ. (By Mr. Van Arkel) Mr. Steele, the contract which expired on December 31, 1954, did provide that the foreman should be a member of the union, did it not? A. Yes, it did.

XQ. And that contract also provided for the recognition of the general laws of the ITU in effect January 1, 1958, not in conflict with state or federal law? A. It did.

XQ. Now, in the course of negotiations, was any reason advanced why proposals which had been contained in a contract expiring December 31, 1954, had in the meantime [160] become unattractive? A. Probably because we became more educated to them.

XQ. What? Was there any discussion on that subject matter at all? Did anybody say, well, if this was all

right in 1954, why is it illegal in 1956? A. The discussion that I recall with reference as to why we took the laws in '54 or '53 and now was that first of all there had been many changes in the laws since that time which were adopted in your union convention, at which the employer has no participation, and that—

XQ. Were any specific laws discussed?

Mr. Hanson: Let him finish the answer, please.

Trial Examiner: All right. Go ahead.

A. No specific ones were discussed in negotiations, to my knowledge, as far as the changes from that time until now.

XQ. Well, would you continue, I'm sorry I interrupted you. I would like to have you continue, finish your answer.

One item, there might have been some changes, but there was no discussion about any specific ones? A. That is right. Then, the discussion, the principal discussion regarding the laws themselves, and the details of them occurred in the last two meetings which Mr. Hanson attended and which were, in which he explained in detail the sections and so on to which we objected on a legal basis.

XQ. Had Mr. Hanson participated at all in the negotiations [161] which led to this agreement which was effective beginning January 1, 1953? A. No, sir.

XQ. In those negotiations, did anyone at any time raise any question of the legality of any of the contract proposals which the union put forth? A. I recall none.

[162] Mr. Kowal: What I have in mind is that in '53 there are clauses similar to those objected to by the company beginning '56 through '57 that the company agreed to then. There is doubt about that.

Trial Examiner: I don't think there is any question about that.

Mr. Kowal: And we are willing to concede that. Therefore, it follows quite obviously that the company changed

its mind. So what? Doesn't it have a right to? [163]
Does it matter why?

Trial Examiner: Well, I think counsel would have the right to ask why or what reasons were advanced by the company at subsequent meetings.

Mr. Kowal: Yes, I agree.

[164] XQ. Well, suppose I rephrase it. The fact of the matter is that the only thing that changed between the negotiations that you had for the contract which was effective January 1, 1953, and the negotiations which took place in 1956 and 57 was that Mr. Hanson entered the negotiations, isn't that correct? A. Mr. Hanson entered the negotiations in 1957.

XQ. '57? A. Yes.

XQ. And that was the first time that questions were raised about the legality of these various proposals?

A. I believe the question of legality was raised before Mr. Hanson came in, Mr. Van Arkel, by Mr. Phillips.

XQ. By Mr. Phillips? A. Yes.

XQ. On these three points that you have mentioned? [165] A. Yes.

Trial Examiner: Just a moment.

Mr. Steele, you have stated that the contract, General Counsel Exhibit 2, the old contract, it shows that the 1953 agreement expired December 31, 1954. What was the relationship between the company and the legal from that point forward? Was there any written agreement, was there a verbal agreement, or just what was it?

The Witness: No, I think there was a gentlemen's agreement that conditions as contained in the last written contract would obtain until such time as we were able to either agree or disagree on a new written contract.

Trial Examiner: And then in 1955 you did notify the employees of wage increases by notice in their envelopes, is that correct?

The Witness: Yes.

[166]

WILLIAM B. PARRY

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

[167]

Direct Examination

Q. (By Mr. Kowal) What is your occupation, Mr. Parry?

A. Associate manager, New England Daily Newspaper Association.

Q. And New England Daily Newspaper Association is what? A. It is an association of newspapers, daily newspapers, in New England.

Q. And does this association represent newspaper publishers in negotiations and things of that kind? A. We do.

Q. And do you represent the association in those negotiations or appear for the association? A. I represent various publishers through the association offices. Actually I act as agent for publishers in negotiations.

Q. I understand you come on the scene only when the international people come on the scene generally, is that true? A. As a general rule, when the international representatives [168] or international officers appear to negotiate for the union, the publishers call in either Mr. Phillips or myself or both of us.

Q. So that I take it over the year that you, and shall we say your opposite number, the national representatives have met frequently, is that so? A. That is true.

[169] Q. (By Mr. Kowal) What did Mr. Lyon say in this

respect, Mr. Parry? [170] A. On November 15, negotiating—

Q. This is 1957? A. November 15, 1957, negotiating in Lawrence, Lawrence Eagle Tribune, he quoted in negotiations on wages, he quoted the New England average as \$105.51, and the average for journeymen, this is New England average for ITU journeymen; and the average for ITU journeymen in Massachusetts at \$107.21.

[171]

Cross Examination

XQ. (By Mr. Van Arkel) You stated on your direct examination, Mr. Parry, that you have from time to time negotiated with the representatives of various unions affiliated with the ITU throughout New England, is that right? A. That is correct.

XQ. Have those negotiations succeeded in reaching contracts? A. You mean as a result of the negotiations, were contracts reached?

XQ. Yes. A. In some occasions, yes; in other occasions, no.

XQ. On the occasions where agreement was reached, did those contracts contain provisions,—let me ask you first, are you familiar with the General Counsel's Exhibit 2 in this case, the proposal made by Worcester Typographical [172] Union? A. Yes.

XQ. You are familiar with the agreement.

Did those agreements which were entered into contain provisions identical with or similar to Section 3 of Article 1 of the proposal made by the Worcester Typographical Union?

[173] XQ. I was asking in these other negotiations in which you have participated in which agreements were arrived at, whether or not the agreement as arrived at contained language identical with or similar to that contained

in Section 7 of Article 1 of the proposal of Worcester Typographical Union? A. I know of no language in New England that's identical to this union proposal, as far as Section 7 is concerned.

XQ. How about similar to? A. Well, that is a little difficult. You get the general laws of the International Typographical Union in effect at the time of execution of this agreement. Generally where there has been an approved contract, a certain date is inserted, and it is rather than no date at all.

XQ. The agreement would state in date effective January 1 of some year? A. That's correct.

[175] XQ. I was inquiring whether or not with this one change that you have pointed to in the general laws clause so called, whether or not the agreements that you have negotiated in New England successfully have contained language similar to Section 7 of Article 1 of the Worcester union proposal? A. With the exception that I mentioned, I would say language similar to that.

XQ. Has been contained in those agreements.

Now, turning to Section 5 of Article 1 on page 2 of this proposal, that states the operation, authority, hiring for, and control of each composing room shall be vested exclusively in the office through its representative, the [176] foreman, who shall be a member of the union.

Has that language or language similar to it been contained in the agreements which you have negotiated in New England? A. If you will direct my attention to that.

Trial Examiner: Article 1, Section 5.

XQ. Article one on page 2, the top of the page. A. You are speaking of ITU contracts?

XQ. Pardon. A. You are speaking of contracts with International Typographical Union?

XQ. Yes, I was limiting my question to those contracts

you have negotiated in New England. A. Well, with reference to the International Typographical Union, not Pressman's Union or—

XQ. Right. A. Are you directing my attention specifically to the fourth line which says foreman who shall be a member of the union?

XQ. Right. A. In all contracts which have been approved by the International Typographical Union, that language is in there, it has to be in there.

XQ. Well, I am not sure that is responsive to my question. Have you negotiated contracts containing that language with [177] local unions affiliated with the ITU in New England within let us say the last two years?

A. I have negotiated with unions in which local unions, in which international representatives participated. In what capacity I am not always sure, but, and I have negotiated the phrase who shall be members of the union, or it has been accepted by various publishers whom I acted as their agent.

XQ. Would you tell us, Mr. Parry, what negotiations you have participated in within let us say the last year with representatives either of local unions affiliated with the ITU or with international representatives of the ITU which have resulted in contracts containing the type of language we have been discussing here? A. The last year?

XQ. Yes. A. Taunton, Taunton Gazette. This is where contracts have resulted?

[178] XQ. Right. A. I was in Lawrence with Mr. Phillips, that is at the Lawrence Eagle Tribune. And actually, if I recall, you are asking just within the last year, those are the only two places that I negotiated where contracts actually resulted.

XQ. How about in the year prior to that? A. Well, there was Brockton Enterprise; New Haven Journal and New Haven Register. I think the—

XQ. New Bedford? A. Greenwich Time. These are where contracts have been—

XQ. That is right, contracts with language similar to that we have been talking about? A. That is all. That is all I can recall at this moment.

XQ. (By Mr. Segal) I take it, Mr. Parry, you were in only one of the negotiations in Worcester? A. In Worcester.

XQ. Telegram-Gazette, that was November 26, is that correct? A. That is correct.

XQ. Did I understand you to say that that wasn't the first time, however, that the association you represent appeared [179] in the Telegram Gazette situation, was it?

A. No, sir.

XQ. In fact, they have been in the situation— A. Well,—

XQ. When? A. May I enlarge on that answer. The association itself, there is no association bargaining in New England. It so happens that Mr. Phillips might appear as an agent for the company; but in no wise representing the New England daily newspaper publishers or their association.

XQ. But as an agent for the company in that case?

A. That is correct.

XQ. In fact, in Worcester, Mr. Phillips appeared as an agent for the company long before there was any international person in the contract negotiations, is that right?

A. I don't know.

Mr. Kowal: I will concede that.

XQ. (By Mr. Segal) He appeared back in '56 July before, do you recall now long before there was any international person involved? A. I didn't set a time limit back. I don't know when Mr. Phillips started negotiations at the Telegram, and I don't know whether an international representative was there first.

[184]

WILLIAM J. WEINRICH

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

[185] The Witness: William J. Weinrich, W-e-i-n-r-i-c-h, 13 Goulding Drive, Auburn, Massachusetts.

Direct Examination

Q. (By Mr. Kowal) Where do you work, Mr. Weinrich?

A. At the Worcester Telegram-Gazette.

Q. What do you do there? A. Production manager.

Q. How long have you been production manager? A. Since the beginning of the year, '58.

[187] Q. What does the words paste-makeup of all type and hand-lettered, illustrative, and so forth, going up to for the camera used in the plate-making process, what do those words refer to? A. You are asking me for my opinion?

Q. Yes, yes. A. In my opinion, this covering the paste-makeup as it has been done and is presently being done in the Worcester Telegram-Gazette.

Q. All right.

Now, after the phototypesetting machines, beginning with photsetter, can you tell us briefly what a photsetter machine is? [188] A. Well, a photsetter machine reproduces type sizes and faces on paper or film, whichever you desire.

Q. Well, how does it do it? What is new about this thing?

A. It's very similar to linotypes or rather Intertype machines, except it does not reproduce in metal slugs, it reproduces on paper or film.

Q. What skills are involved in the operation of such a machine? A. Well, the skill of a compositor as far as to

know type sizes and the actual keyboard operation of the machines; the skills of a photoengraver as far as reproducing our film and developing this film; and the skills of a makeup paste-up man as far as putting this in a complete page.

Q. This process ends in a paste-makeup, is that correct?

A. It ends in a paste-makeup to the photo engravers.

Q. And the paste-makeup in your plant at least is done by artists, is that correct? A. That's correct.

Q. Now, what unions claim jurisdiction over the operation of such a machine, if you know? A. Typographical union and the photo engravers.

Q. Is it fair to say, then, that such a machine is a combination of two operations, shall we say the compositors [189] and the photo engravers? A. In our plant it would be a combination of three operations.

Q. What is the third? A. It would involve an artist on actual paste-up.

Q. Now, you said the photo setter machine produced on paper or film, is that right? A. That is true.

Q. Would you describe for us the operation of the photon and linofilm machines in the same manner that you did the photo setter machine; namely, describing what skills are involved, what union makes claim to this work, and so forth? A. Well, in the photon and linofilm, they are similar as far as the end product is concerned; but they reproduce on film.

Q. What skills are involved in the operation of such a machine? A. There again would be a case of compositor knowing keyboard, type sizes, operate a keyboard; it is a phase of developing, some of these machines have automatic developers, others do not, to develop the film, and paste it on a complete makeup.

Q. What unions claim jurisdiction over such a machine?

A. Anything that is involved with film. The photo engrav-

ers want equal rights to the operation of the machine [190] so far as the film is concerned.

Q. And as to the paste-makeup, I take it that you already testified as to your plant that is done by artists? A. That's right.

[193] (By Mr. Kowal) And by these machines you mean the machines you have just been describing, is that correct?

A. That is correct.

Q. That is the photon, linofilm, and the photoset, correct?

A. Correct.

Q. All right.

The monophoto, are you familiar with that? A. Not under actual operation, but all these machines produce similar product. These are manufacturers' names, they pretty much do the same thing.

Q. Would your testimony then be similar as to claims by unions as to the monophoto, Coxhead liner, filmotype, typro, and hadego machines? [194] A. As to the producing on films, yes; but as producing, as claiming this by machine names, I don't think it's ever been done by a photo engraver.

Q. Well, which of these machines produces on film, beginning with the monophoto, Coxhead liner, filmotype, and so forth? A. Photosetter, photon, linofilm, filmotype, I am not too familiar with a few of the other smaller machines, hand-operated machines.

Q. Is the typro and hadego a small machine A. Yes.

Q. In your experience, have other employers who have used these machines made departments, photo-composition department or something of that kind? A. Are you referring to other newspapers?

Q. Yes. A. In the case of photosetters, yes, they have called a photosetter department.

Q. How about any of the other machines, have they made

departments? A. No, I believe that is the most popular, that is the machine in most use.

Q. Again, relying on your experience, has the introduction of the contemplated introduction of these machines given rise to a conflict between the photo engravers union and the [195] ITU?

A. Referring to actual negotiations or just in a matter of conversation?

Q. I am referring to actual negotiations or contemplated introduction. A. I believe the photo engravers to the best of my knowledge have asked that this, that they have equal rights if this jurisdiction were given to the ITU.

Q. Now, in the operation of these machines, does the one doing the paste-makeup work work in a close community with the person operating the machine? A. In plants where department has been set up, yes, they work close.

Cross Examination

XQ. (By Mr. Van Arkel) Mr. Weinrich, as a matter of fact, the photo engravers have insofar as you know conceded that jurisdiction over the actual operation of these machines which are a substitute for linotype machines should belong to the International Typographical Union, have they not? A. You are talking about the operator now, Mr. Van Arkel?

XQ. Yes. [196] A. The actual operator, yes; so far as film, no.

XQ. Well, so far as at least as the actual operation of these machines is concerned, that's never been a dispute between the printer and the photo engravers, has it, to your knowledge? A. Again will state as to the operator himself of the keyboard, no.

XQ. And the disputes, such disputes as there have been, have related to the use of the processes of these machines

once the operator has completed his work on it, is that correct? A. That's correct.

XQ. What Mr. Kowal has referred to here as paste-makeup? A. Also the development of the film.

XQ. And the development of the film.

Now, you were present at some of these negotiations, Mr. Weinrich. At any time did the Worcester Typographical Union say that they wanted to represent any artists for purposes of collective bargaining? A. I was only in the last few sessions, and as far as the jurisdictional clause was not pulled down word for word at these last two sessions. I have no knowledge of anything before that.

Q. Were you kept generally advised in the course of the negotiations? [197] A. Generally, yes.

XQ. Did you either in negotiations in which you participated or in the course of the reports about the course of the negotiations which you received at any time here that the Worcester Typographical Union was asking that they represent artists for purposes of collective bargaining? A. Not to my knowledge.

XQ. Now, with reference to the processes that were to be introduced, if they were introduced, was it your understanding from those negotiations in which you participated or on which you received reports that the union was asking that these processes be performed by persons who were represented by Worcester Typographical Union? A. Would you clarify that a little bit, Mr. Van Arkel?

XQ. Well, am I correct in my impression that insofar as you were aware of the union's position on this issue, what they were asking for was that composing room employees perform the tasks set forth in Section 3 of Article 1 of this proposed agreement? A. They were asking in their proposal, yes.

XQ. Are you familiar with the phrase appropriate unit for collective bargaining? A. No, I am afraid that is a little out of my line, Mr. Van Arkel.

XQ. Well, you are familiar with the phrase composing room, [198] aren't you, Mr. Weinrich? A. Yes.

XQ. And at any time in any of these negotiations, was Worcester Typographical Union seeking to extend its jurisdiction outside the composing room? A. Well, if in the union proposal, I suppose these new processes could be brought into the composing room.

XQ. That is to say, the union was requesting that certain work be done within the composing room, is that correct?

A. Yes, and including these new processes.

XQ. Right.

And at no time as far as you know did the union say that they wanted to exercise any jurisdiction over any people or processes which were outside the composing room? A. Yes, it is a process of in the paste-makeup, that the artists is already doing in Worcester Telegram.

XQ. Well, passing for the moment, Mr. Weinrich,— Mr. Hanson: No, let's not pass it. Where did he do his work, if I may ask?

Mr. Segal: You will have your turn, Mr. Hanson.

Trial Examiner: Yes, go ahead, Mr. Van Arkel.

XQ. (By Mr. Van Arkel) Did you understand the union's proposal to mean, Mr. Weinrich, that the work which was described in Section 3 of Article 1 should be done in the [199] composing room?

A. They asked in the matter of the paste-up that the desks be put in the composing room, yes.

XQ. That that work be done in the composing room? A. Yes.

XQ. By persons represented by Worcester Typographical Union? A. That is true.

XQ. They were not asking to represent any artists or anyone else, were they? A. Not asking to represent them, no.

XQ. Or any other person outside the composing room?
 A. Not asking to represent them, that I know of to my knowledge, they didn't.

[204] XQ. (By Mr. Segal) You were present at the last two negotiation sessions, I think I heard you say? A. That is true.

[205] XQ. And did I hear you tell Mr. Van Arkel the question of jurisdiction was not discussed in detail at that meeting? A. No, it was not.

XQ. There was no detailed discussion of these new processes of paste-makeup work? A. Just discussed in general as a jurisdictional clause, not taken apart word for word.

XQ. And it was discussed in terms of, if the union will withdraw that clause and two others, then negotiations can go ahead on the rest of the contract, is that right? A. That is true.

[207] *Recross Examination*

XQ. (By Mr. Van Arkel) Were all of the persons employed in the composing room during these negotiations in fact members of the International Typographical Union, Mr. Weinrich? A. Yes, they were.

[213] XQ. Well, am I correct then, Mr. Weinrich, in drawing the inference from your testimony that you don't know at this time exactly what the photo engravers' position with respect to these different jurisdictional proposals is? A. Only what is written here, Mr. Van Arkel.

XQ. And this, as I understand, was substantially withdrawn in view of the fact that you were not contemplating these processes, at that time, is that right? A. That is true.

[225]

JOSEPH R. MAHONEY

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Segal) Your title in the union, your office?

A. Local president of Local 165.

Q. And you have been employed at the Telegram-Gazette? A. Since June 10, 1929.

Q. Incidentally, Local Union No. 165 is the local involved in this case? A. Yes, it is.

[226] Q. And can you tell us roughly how many people are involved in the strike? A. One hundred eighty-five journeymen, and ten apprentices.

Q. And can you give us a rough idea of the length of service of the people at the Telegram-Gazette? A. About 40 per cent of them have been with the Telegram and Gazette for in excess of 25 years.

Q. Local 165 has its own offices, does it? A. It does.

Q. And it has its own by-laws? A. It does.

Q. Own bank accounts? A. It does, such as they are.

Q. And roughly how old is the local? Do you know how old the local is roughly? A. Seventy-three years.

Q. And roughly how long has it had relationships with the Telegram-Gazette if you know? A. Over all those 73 years.

Q. And is this the first time it is involved in a court hearing or court case? A. It is.

Q. In all the 73 years? A. It is.

Q. Until 1954, I gather there was a contract between [227] Telegram-Gazette and Local 165? A. There was.

Q. And the copy of that contract is already in evidence as General Counsel Exhibit No. 2 on the left side? A. Yes, it is a copy with various markings on it.

Q. Well the markings, I think the general counsel ad-

mitted should not have been on there, and we are disregarding them. A. The printed matter is a copy.

Q. And in 1955 there were some negotiations between the company? A. There were.

Q. Were you involved in those negotiations? A. I was.

Q. I show you General Counsel Exhibit No. 16, do you recall that document? A. Up to and including that last paragraph labeled New Section 4, with the underscoring.

Q. The underscoring, you are now referring to General Counsel Exhibit No. 16, and you are now talking about the underscoring in the last two paragraphs? A. That's true. I never remember seeing that in writing, although I have a reasonable knowledge of it being part of our negotiations.

Q. Can you tell us from your own recollection about that [228] 1955 negotiations relative to the General Counsel Exhibit No. 16 only? A. This occurred when we attempted to reopen negotiations that had been temporarily suspended with the posting or the submission to each member of a notice of an increase in salary. We call it in the jargon of the union a voluntary increase. And this was the result of many hours of negotiation with management and the union where management submitted this as their conception of what they would be willing to give us as a jurisdiction clause.

Q. When you say this, what are you referring to? A. General Counsel Exhibit No. 16.

Q. Up to the underscoring? A. Up to the underscored New Section 4.

Q. Did you question management as to what it meant? A. My personal reaction was that—

Mr. Kowal: Well, I object.

Trial Examiner: Tell us what was stated at the meetings.

Q. To whom and by whom if you can? A. I stated at the conference table as a member of the negotiating committee of the union that I was fearful of the section because I

was, as a representative of the union, that I didn't think that it covered us completely or safely; and I raised the question as to who would qualify [229] the full in the full jurisdiction.

Q. Those words are in— A. Those words are in the second last line of the paragraph which begins Section 4, and the full line reads, "The party of the first part guarantees to the party of the second part full jurisdiction over any such new process."

Now, my question was on the qualification of the full jurisdiction, and we debated the issue.

Q. Management and the union? A. When I say we, of course, I refer to all those in the room; and we finally went to lunch together, management invited us to lunch and we went to lunch with management. We then went over to the Hotel Bancroft where we held a committee meeting. I tried to impress upon the other members of the committee my theory as I had expressed it at the conference table, and to resolve the thing we decided to call Indianapolis and to seek the advice of those people who worked in the contract department there.

Q. Did you do that? A. As a result of—we did, and as a result of that conversation, we sat down and drew up what was substantially, what is indicated on this government, General Counsel, Exhibit 16, to be New Section No. 4, Indianapolis Proposal, 7/7/55. Now, when we went back in the afternoon, we presented this to management. Management seemed a bit [230] disappointed that we hadn't come to full agreement, and they felt that they had, they said they felt that they had every reason to believe that finally after these many, many months we had come to an understanding on jurisdiction; and we pointed out that the definition of the composing room work was unilateral on the part of management because, under questioning by us as to who would define what was composing room work, they

indicated it would be management who would define composing room work; and our counter proposal was then that we felt that, since they would take a unilateral position, we in defense must also take a unilateral position, and we were prepared to give and take until we came out of this with what we thought would be something justifiable to both sides.

Q. Did you ever see that document, General Counsel No. 16, as it now stands with the words Indianapolis? A. Not as it now stands.

Q. You have never seen that whole document before, is that correct? A. That's correct, yes.

Q. Sometime in '55, during the period that you were having negotiations, did management do anything about wages? A. During the negotiations, yes.

Q. Tell us what they did? A. I was called by, either Mr. Steele or Mr. Booth, [231] Mr. Howard Booth, and asked to drop into the office. I arrived there sometime after lunch, probably one or two o'clock, about one o'clock, I think it was, and Mr. Booth and Mr. Steele gave me a copy of what they said was going to be inserted in or affixed to the pay checks of each employee, that being a Tuesday, Tuesday being payday.

Q. That was in June, '55, was it? A. That was in June, '55, to the best of my recollection.

Q. That was prior to this discussion about the jurisdiction on General Counsel Exhibit No. 16, is that correct?

A. This was prior to this, yes.

Q. And what did management do about wages then, will you tell us? A. They increased the wages. It was in the check of that day, and they paid retroactivity until January 1, as I recall it.

Q. Had the union agreed to this? A. No.

Q. Now, sometime in '56, negotiations were resumed, I understand? A. Yes, the union members at a special. I

believe it was a special meeting, asked us to approach management and reopen negotiations on the old proposals. I might say that the retroactivity that was posted or presented to the employees in 1955 covered the calendar year 1955 and 1956, and we sent [232] a notice to management that we wouldn't object to our people cashing their checks because they had increased them, and further we qualified that in personal conference by saying that we felt they had no right to restrict the use of their checks merely by offering them an extra 2 or 3 or \$4, whatever it was, and our communication was to the effect that we wouldn't object to them taking it as individuals, but it bound the union to no contract, that we were prepared and willing and most anxious to continue negotiations, either at the call of management, and we sincerely hoped that management was of the same opinion; and as a result of that, we then in the summer of 1956 asked for scale negotiation meetings, based on a proposal which had been previously submitted and which resulted in, among other things, the handling of these unilateral voluntary increases or conditions of employment or whatever you should call them.

Q. Did you then put in proposals in 1956 to management?

A. I am going to have to refer to my notes if you don't object.

Q. All right. A. To the best of my recollection, we were able to seek a meeting on July 11, 1956, at which Mr. Steele, Mr. Phillips, and Mr. Montieth were present from management.

[233] Q. (By Mr. Segal) Now, in July, '56, I understand there was a meeting you had with management, was there, Mr. Mahoney? A. Yes, we met in, I believe we met in Mr. George Booth's office at that time on the fourth floor; and, as I said before, Mr. Steele, Mr. Phillips, and Mr. Montieth were present from management; and the union

committee consisted of Jim Quinn and myself and Mr. DeLorme, Mr. Foley, Mr. Millett, and there was Mr. Couture there.

Q. Was the company willing to negotiate a new contract?

A. No, I would say not.

Q. What did they say? A. Mr. Steele, according to my notes, opened with the theory that, or with the assertion that he was under the impression that the posting of a unilateral management notice, that is the 1955 notice, indicated an agreement between management and the union had been reached, and it was [234] Mr. Phillips then interjected that there was tacit agreement because the men had accepted the money, because in order to cash their check for X number of dollars, that they had to take this money, X plus 2 or 3, whatever it was, that they had then indicated tacit agreement.

[235] The Witness: Mr. Steele had said that he was under the impression that the posting of his unilateral condition of employment or notice, indicated that an agreement had been reached between management and the union. And Mr. Phillips qualified it a little further by saying it was his opinion that there was tacit agreement because the men had cashed their checks, and there were no repercussions from the union upon their members; and consequently, there was agreement between the union and management.

Q. Did the union agree with this? A. The union did not agree.

Q. What did they say? A. The union claimed that both at the time that Mr. Steele and Mr. Howard Booth met with me in the office relative to [236] expressing their intention of putting this thing into the pay envelopes or affixing it to the pay, that I then raised objection officially; and in a subsequent letter I raised objection to this method of terminating negotiations; and they admitted that they

had received those things, but they still didn't agree with us, a tacit agreement had been reached between the union and management.

Q. Did you have another meeting after that? A. Well, I think I should go on with this meeting.

Q. I'm sorry. Were there other statements made at this meeting? A. If you won't object to my saying that, we went on for some time, and Mr. Phillips said that it was his position and the position of management whom he represented that they had negotiated language covering jurisdiction and it was the position of management that the local committee was agreeable to that language, but that somewhere along the line their agreement had been shaken, that they were not willing to agree when we came back from lunch that day; and we took the position that we did have a right to change our mind, and we did have a right to draw up defensive language as a counter proposal. Mr. Phillips then went on to say that there are many things in the proposal which we continued, we wished to continue negotiating, that had to be changed. For instance, he said there were the laws [237] clause. He said it has reference to one year when another year has passed. You will probably have to change that before you can get an approvable contract. The amount of money involved, you might have to change. He also said that some of the jurisdictional language in his opinion would not be approvable. We might want to change that. And we asked for a caucus. After caucus, during our caucus, we discussed whether it might not be more beneficial to us to submit a new proposal and begin negotiations anew; and when they came back in the room, we suggested that to management; and Mr. Phillips for management said that they would have no serious objection to negotiating a new union proposal for the year 1957 and '58, that they would not negotiate a new proposal to begin, say, on the first of September or the first of October, or be retroactive to

July 11 when we first met; and we left that with that in mind, that we were to draw up a new proposal and submit it to management, and to begin anew negotiating with a new proposal; and with the end in view of arriving at a contract that would begin on January 1 of the succeeding year, which would be 1957.

Q. Did you send a new proposal to management in 1956 then? A. Yes, we did.

Q. When—is that General Counsel Exhibit No. 2 that we are [238] now referring to? A. I read from General Counsel Exhibit No. 2, it is a letter addressed to Mr. Richard Steele, general manager, and signed by the then president, James Quinn, and it is a 60-day notice required by, it says here, Taft-Hartley Law, Section 8 (d) (1).

Q. What date again was that? A. August 21, 1956.

Q. And in that letter, I notice you asked for a meeting. Did you have a meeting in August? A. Yes.

Q. In August you had a meeting? A. In when?

Q. August? A. Oh, no, we had no meeting in August.

Q. Did you have in September? A. No, we had no meeting in September.

Q. When did you have a meeting? A. To the best of my knowledge and my notes, August 14, 1956, at 2:30.

Q. August or October? A. October.

Q. You had a meeting in October. That was the first meeting after you presented the proposal of August 21, 1956? A. Yes.

[239] Q. And at that meeting, this was a negotiating meeting, I understand? A. Yes, it was.

Q. And can you tell us what was said and what was negotiated? A. Well, it was customary in past negotiations that when we submitted a proposal—

Mr. Hanson: I object to it was customary.

Trial Examiner: Well, his remarks may stand. Go ahead.

A. It was the practice that, when we went in there, that

if the union was, the first meeting, the union had submitted a proposal, then management would make the opening statement, that, we felt that our statement was in the form of proposal; and then it had been the practice over the years that management would make the opening statement; consequently, Mr. Phillips, who was the spokesman for management, and he qualified himself as a spokesman for management by having Mr. Steele say that he was, he said that he thought that it was an exploratory session, that day, and he went on to say that the union proposal would increase cost by some half million dollars; and he then said that the two key points prevented a signed agreement: The ITU jurisdiction language, the observance of general laws. He said it was a waste of time until those two points were settled and he said that they would not pass on to any other phases [240] of the contract or section of the contract until they had settled those two sections of the contract.

Q. What did he say about negotiating the rest of the contract? A. He said he would not pass on to those until we had surmounted the stumbling blocks of the jurisdictional language which would be Section 3 of Article 1, and the ITU general laws, I would say Section 4 also because that is jurisdiction, and the ITU general laws which, I believe, are Section 7. Now in the—

Q. So that at that meeting was anything else discussed?

A. No, it was not except general protest by the union people that here was a big fat proposal, we felt that we should run it down from paragraph to paragraph, and leave those things 'til last which we couldn't surmount, and that eventually, when we had agreed to all other sections, that we should go on to the jurisdiction and the economic clauses. It was always the practice that we leave the economics 'til the end. Mr. Phillips also said that they might have a counter proposal that would include only general laws acceptable to management. He also said that they would

not be dragooned into an agreement that is not fairly negotiated, and he also said that, if negotiations go beyond January 1—

[241] (By Mr. Segal) Was there a further discussion at this meeting? A. Yes, there was. This meeting lasted about two and a half to three hours, and to go on with what Mr. Phillips said, that, if we went beyond January 1, that anything that was negotiated in the form of money would be retroactive to January 1, so we agreed to that. And he said that he would [242] meet when the counter proposal was ready; but he didn't know when it would be ready. We asked then for another meeting in the very near future, and we were told that the meetings would depend on the availability of Mr. Phillips, primarily, who had many other places to be, and on, as Mr. Phillips said, top management as he always referred to with a smile, they are high-paid executives, couldn't just give up their time and their efforts at any given moment. And that was on Wednesday, October 14, and our next meeting was November 1.

Q. You had a meeting on November 1? A. Yes.

Q. At that meeting were the various proposals discussed in detail? A. At that meeting Mr. Phillips did present a counter proposal, and he asked if at that time if the union were willing to negotiate a contract on local lines, and we said that we would negotiate any contract which would provide for us what we considered to be proper protection and would cover our need and the need of those people in the composing room whom we represented.

Q. Was there a discussion of the various items in the contract proposal at this meeting? A. No.

Q. By management first? [243] A. No. As I say, they had given us their counter proposal, and it was a very short form. We read it there at the table, and we began to discuss their counter proposal. And I might say in general.

that we were willing to reject it then; but we, a request to management, we took it with us and considered it. There was one pertinent item I think that Mr. Phillips kept repeating.

Q. What was that? A. That the general laws of the ITU would have to be agreed upon individually and negotiated individually, and it was the union position that we would negotiate anything into a contract that would give us the proper protection even to substitute paragraph for any one of the general laws, provided that it was in the contract. There was no need for recourse to the laws; and consequently, we were not afraid to negotiate those things into them.

Q. Did you tell this to the company at that meeting? A. We did and at subsequent meetings.

Q. Did the company at any stage point to any given laws in the ITU and say we want to negotiate those? [244]

A. No, there was no pointing to the law. There was much allusion to the law, but no actual pointing to the law.

Q. Did you have a further meeting in November of 1956?

A. Yes, we had a meeting one week later on Thursday, November 8, 1956. A Union meeting intervened there on the Sunday in between. We brought the counter proposal to the union meeting, and we presented it to the members and offered a recommendation of the committee, and the union rejected the counter proposal and sent the committee back to negotiate on the original proposal.

Q. And did you go back in November some time? A. We went back on, according to my dates, Thursday, November 8. If I might say so now, Mr. Segal, if my dates vary from Mr. Steele, that I would prefer to say on or about, because there is no disagreement as to how many times we met between me and Mr. Steele.

Q. I think he may have mentioned this was the 7th rather than the 8th. A. It may be.

Q. Did you discuss the clauses in the contract, or did management?

Mr. Kowal: This is November 7?

Mr. Segal: 7th or 8th.

The Witness: My notes say—

Mr. Kowal: All right.

[245] The Witness: Your question was did we discuss the contract, Mr. Segal?

Q. Yes, at this November 8 meeting? A. It was reported to management's side that we had submitted this to the local union membership, and that they had rejected it, sent us back for an approvable contract. Mr. Phillips had said he had advised management that it cannot expect to negotiate an oral agreement. There was some talk of an oral agreement.

Q. When you refer to this, I want to make sure the record reads correctly, you are referring, I gather, to General Counsel Exhibit No. 3, this so-called counter proposal of October 31, 1956, is that right? A. Yes.

Q. So that you did meet on or about November 7, 1956, Mr. Mahoney? A. Yes. And, after notifying management of the action taken at the union meeting, we then proceeded to ask management to negotiate the other phases of the contract; and Mr. Phillips, who, I don't care to repeat this every time, [246] who was management's spokesman, said that management would not refuse to discuss the contract, but that he was firm in speaking for management, he was firm that management would not grant the jurisdiction and the laws clauses, as were provided in our contract proposal. And he said then that he could see a possible impasse. And he realized that it was a position of jeopardy he might be taking and that the union could take any action it saw

fit, but he went on to say, you may strike if you wish, but, if you strike—and I am afraid I have to quote him verbatim on these next few words, “We will give you the ‘God damnedest strike you ever saw.’”

Q. This was on the third meeting, this was on or about November 7? A. This was in November of 1956.

Q. Right. A. He said, “We will give you the God damnedest strike you ever saw. We will make the Springfield strike look sick,” and I am quite sure that was at the November meeting.

Q. And did he in fact discuss any of the other issues in the contract? A. Not to my recollection.

Q. Was there a subsequent meeting in November? A. Yes, there was a subsequent meeting on November 29.

[247] Q. And what was management’s position and main discussion if any? A. It was suggested by the union’s side that we proceed to negotiate a full contract, and management’s spokesman then went into a long discussion on jurisdiction. It was then that they announced that they would consider using typesetter tape as a means of reducing cost. He said that management would not enter in any agreement which might curtail the amount of tape that they used or the manner in which they used it; but they were willing to give the union jurisdiction over the insertion of the tape into the machine and the handling of the product of the machine after the tape had been brought through the machine. It was then that Mr. Phillips said that he had what he termed documentary evidence to show that there was a deliberate laydown or a slowdown by the men in the composing room, and we had invited Mr. Phillips to present the documentary evidence, and he refused or was not able to do so, and we had quite a harangue over that. He said that the 1,500 lines of news matter that had been produced for so many years per day in there was not now satisfactory to management, that they would like to

see it increased. The union said we'd like to see the copy cleaned up or some better arrangements made for setting clean copy, and that petered off into a discussion.

[248] Q. Were the various terms of the contract discussed? A. No.

Q. Did anyone in the union bring management's attention to the fact that they were not discussed? A. Yes, Mr. DeLorme did at that time.

Q. What did he say? A. Mr. DeLorme made the suggestion that we go on and discuss all phases of the contract as we had in the past, taking it from Article 1, Section 1, and going down through there and see where we stood apart.

Q. Did management do this? A. No, he did not, they did not.

Q. What did they do? A. They went on, they continued their discussion of the jurisdiction language to say there is no need of this jurisdiction language. We have no intention of introducing any new processes, except that when we are forced to do so by economic reasons that we will introduce the teletypesetter tape, although we will allow the union; we will not allow the union to put any limitation on the production. We will not allow the union to say what tape we can use and cannot use, although it is our intention now to use only a wire or stocks perhaps, and the union broke up as I remember it.

Q. Did the union point out anything further to management relative to the economic issues in the contract proposals? [249] A. No. I do remember Mr. Steele saying that, pledging to the union that the management was not endeavoring to use that as a wedge to keep us from going to other economic phases of the contract, but there was a complete insistence on the part of Mr. Phillips who represented management to adhere to those two sections and to what I believe was a deliberate attempt—

Mr. Kowal: Well, I would—

Mr. Segal: Never mind what you believe.

Q. (By Mr. Segal) Did anybody say anything about that? A. What the union committee—

Mr. Kowal: Wait, I'd like to strike there was an insistence.

Trial Examiner: Well, that may go out.

Mr. Kowal: Give us the words, Mr. Mahoney, what he said.

A. The union representatives accused Mr. Phillips at the conference table of using this as a wedge to keep us from going on to other phases of the contract; and they also insisted that Mr. Phillips was being most adamant in maintaining the position that we must settle these things which he had previously said could not be settled before we can go on to any other phase or section of the contract.

Q. Was there a meeting after that in December of '56?

Mr. Kowal: What did he say? I thought you were going to go into that. What did Phillips say when you accused him?

[250] The Witness: Mr. Phillips had no remarks. Mr. Steele then denied it for management.

Q. (By Mr. Segal) Now we are in December, 1956, Mr. Mahoney. Will you tell us whether management was willing to take up the other sections of the contract at that meeting?

Mr. Kowal: At what meeting?

Q. December, 1956? A. My first meeting in December is December 6. It lasted from 2:30 to 4:14; according to my notes, management's position remained the same. They would not agree to the union language on jurisdiction and the general laws. The union committee asked if the jurisdiction dispute was going to hold up any economic gains; and, according to my notes, there was no reply.

Q. Did you raise any questions about any other sections of the contract? A. I interjected myself that our chief concern at that time as the year approached an end was the retention of what [251] we termed vertical priority, the protection by priority, of those people working in the composing room; and men whom we represented; and that we wished that under any circumstances, any conditions, that priority would not be violated, and that we would come to some agreement soon, preferably under written agreement form that would include that priority and preserve that priority. We then went on to a general discussion on the teletypewriter operation; and management then planned unilaterally that it had a right to impose conditions under which it would operate any method of production in the composing room that was willing to agree in contract to what would be mutually satisfactory, but that it claimed the right to install or to maintain or to operate any of that machinery or any of those processes, any of the phases of production, as it saw fit. We didn't argue that point.

Q. Now, was that the last meeting in 1956 with management? A. No, we had one on December 21.

Q. And who was present for management at that meeting if you recall? A. On December 21, no, I'm sorry, my notes are referring to a scale committee meeting.

Q. Did you have any further meetings with management in '56 then? [252] A. No, that was the last meeting in 1956.

Q. Mr. Mahoney, in the entire negotiations in '56 that you have recounted, was there any discussion then of the economic issues such as wages, vacations, pension proposal, severance pay, holidays, or other economic issues that were in the union contract proposals? A. Up until that time?

Q. That's right. A. No.

Q. Was there a meeting in January, '57, Mr. Mahoney?

A. January 8, my dates are, 1957, at which Phillips, Steele, Arnold, Montieth for the management side; LaMothe, Quinn, DeLorme, Mahoney, Foley, and Millett for the union side.

Q. And what was discussed at this meeting? A. There was some question raised about Mr. LaMothe's presence there, and Mr. Quinn stated that his presence was there because we felt that we were not getting anywhere and we asked Mr. Randolph to have someone to assist us in this matter, and he sent Mr. LaMothe as his representative to act as a mediator to see if, as an outside party, he [253] could see something in the negotiations that might be a stalling point that perhaps could be surmounted if someone else were there. And that was explained by Mr. Quinn.

Now, Mr. LaMothe's first approach to the thing was whether or not the proposal by management had been a counter proposal, and Mr. Phillips said yes, it was. And I have reference to this counter proposal we have been discussing.

Q. What number is that? A. GC-16.

Q. General Counsel Exhibit No. 16? A. Oh, I'm sorry, no, you showed me another, General Counsel No. 3.

Q. That is the '56— A. October 31, 1956, that's right. Mr. Phillips said it was, and that we had rejected it, but they would still stand on their counter proposal, and we were standing on our original proposal. They wondered why Mr. LaMothe had been asking questions, and LaMothe said I got the union's side of the reason—

A. Mr. Phillips asked Mr. LaMothe why he should be [254] questioning along these lines, and Mr. LaMothe said, well, I have the union's side of why we are at a stopping point. I thought perhaps you'd like to give us your side of it and qualify these negotiations, and clarify your

position; and then Mr. Phillips reiterated what he had so many times before, that management still insisted that they would not grant the jurisdiction clause, the general laws clause, and they were most reluctant to go on to any other sections of the contract until those two stumbling blocks had been removed.

Q. Were any other sections of the contract discussed on January 8, 1957? A. No. We spent most of our time that day according to my notes on a general discussion of what had gone before. Mr. Phillips again accused the members of laying down or lying down, and Mr. Steele's assertion that the Telegram-Gazette did not refuse to bargain in good faith, but it could not agree on the jurisdiction language, they still were not interested in new processes, and then there was then that he introduced the idea that he would attempt to sell, this is Mr. Steele, attempt to sell the publisher the idea of presenting what has been termed a non-introductory clause; that is to say, that management would agree in contract not to introduce any of these new methods of composing room work.

[255] Q. This was the clause that had been in the old contract? A. Yes.

Q. And Mr. Phillips was it who now suggested that they would, they might go along with the old contract clause, is that it? A. No, Mr. Steele said he would attempt to convince the management that they should go along with the clause. Introduce a clause like that.

Q. Now, at that meeting then, were the other, the economic issues were not discussed, is that a fair statement?

A. That is true.

Q. Was there a request for a meeting immediately following this first meeting in January? A. January 22, I have a record of a meeting.

Q. And who was present beside the management and union people at this meeting? A. We first met with the

mediators, Anna Weinstock and Anthony Braker, from the federal and state mediation services.

Q. What did you tell those mediators relative to the position of the union? A. Well, we were with them for 45 minutes in the conference room of the Telegram and Gazette adjoining Mr. Steele's office. We met alone with them, and we gave them the history of local negotiations; and the mediators then went in and conferred with management alone; and they returned about an [256] hour later, that is an hour from the opening of the meeting, and they reported they had no progress with management, and they asked for another meeting of both sides before the union took any action. This was in January 22. The committee caucused, and then agreed to hold a special union meeting on January 23, that is a special union meeting. And they told the mediators that they were going to do so, but they agreed with the mediators that they would schedule a meeting with management for January 30 at ten o'clock in the morning. That was agreeable to both sides, and we left that day with the understanding we were to have this meeting on January 30.

Q. Was there a meeting held on January 30? A. Yes, there was.

Q. Was there a new element introduced in the meeting of January 30? A. Yes.

Q. What was it? A. We met with the mediators first again, and Mr. Braker informed us that management was now represented by an attorney, Elisha Hanson, whom we had never met before, and also an attorney, Robert Bowditch, whom we had never met before.

Q. Was the union represented by any attorney? [257]
A. No.

Q. Had there been any attorneys in the negotiations up til now in the current series you have been talking about?
A. No.

Q. And at this meeting will you tell us what was said relative to the contract proposals so far as you recall? A. Well the meeting when we finally got together with management, Mr. Hanson opened, as the spokesman for management, and he said that the Telegram and Gazette management would be willing to negotiate an agreement; but it was his opinion that many of our contract clauses, and those contract clauses existed in other places, were completely illegal.

Q. Was this the first time that that phrase has been used in your negotiations? A. No, Mr. Phillips had used it on a number of occasions, but it was the first time that any attorney, anyone learned in the law, had told us of this.

Q. And was there a discussion of the various economic issues at this meeting? A. No, there was some discussion between me and Mr. Hanson on the refusal of management to go into the whole contract negotiation; and Mr. Phillips said, well, we gave you a counter proposal, and I objected, saying that it was a very sketchy counter proposal. It certainly wasn't a worthy [258] counter proposal considering the great length that we went to in submitting a contract proposal, and that we had rejected that anyways. And Mr. Hanson said, all right, we will withdraw everything that has gone on before, we will prepare a new counter proposal for you. We will start from scratch at our next meeting; and we went on then to, Mr. LaMothe asked if—we met with the mediators for a while after that, Mr. LaMothe asked the mediators if they would request management to have either Mr. Stoddard or Mr. Howard Booth, that is the president and the publisher respectively, to participate in these negotiations; and they came back and said that the answer from—

Q. Who is they? A. The mediators.

Q. Right. A. The mediators came back and said the answer from management was that they didn't think we

had much chance of either of those gentlemen sitting down with us. They asked them to, but not to hold out any great hope for their being there. And we left at 4:15 with the understanding that we would meet again. We were to meet again when the counter proposal would be ready, which would be the first of the following week. Mr. Hanson said he would return on Friday, February 8, at 10:30 to negotiate a new proposal; and he also offered the opinion that management thought that [259] we would be foolish to ask for strike sanction because strike sanction wouldn't be granted, and besides, if we got strike sanction, it would have no bearing on the attitude of management.

Q. Did you in fact meet on February 8? A. Yes.

Q. And was there a discussion of the various issues in the proposals or was it limited to some areas? Will you tell us what went on in this meeting of February 8? A. I must take moment, if you don't mind, we had a general discussion with the mediators on the counter proposal and the mediators in turn, of course, brought what we had to say into management; and the mediators returned and said that management would give us no contract with the ITU laws or jurisdiction; but they would consent to post a statement of working conditions. We immediately took issue with this interjecting this posting of conditions because it was our belief, and I was most—

Trial Examiner: Just a minute. This is just between, this was at the separate meeting that you had with the mediators, is that correct?

The Witness: That is correct.

Trial Examiner: Well, suppose as a result of that, what, if anything, did you state to the company.

Q. (By Mr. Segal) Did you have a meeting with the [260] company after the mediation meeting? A. Yes, we did.

Q. What was said at that meeting with the company rela-

tive to the proposals, this, I take it sometime after noon of February 8. A. You will have to understand that the mediators brought the message to us, and we gave a message for the mediators to bring back to management; and that cross action, if you will call it that, resulted in management's final coming back and sitting in the same room with us.

Q. That is where we are now. And what was said when you were brought back? A. Mr. Hanson did the talking, and he said that what we had told the mediators to tell them amounted to what he thought was that we were asking for too much, and they will not agree to any further increases in money to the union. The union could take it or leave it without binding the union to anything.

Q. What was he talking about? Was there anything relative to wages that was on the table or anywhere else? A. Well, introduced this condition of employment paper, and he proceeded, or he offered to discuss it with us, and we objected, saying no, we had one sad experience where we attempted to reopen negotiations and Mr. Phillips had immediately said to us there is an agreement existing between [261] us, and Mr. Steele said the same thing because you accepted the money and the conditions of employment; and we said, as a matter of fact, I said, that we will do nothing in the form of negotiating this thing because we don't want in any way to indicate that there had been any meeting of the minds at a conference table on this thing.

Q. Did Mr. Hanson say he was willing to negotiate or just discuss it? A. Then Mr. Hanson said I didn't intend that you should be trapped into any negotiating. I merely want you to have an opportunity to discuss this with us. We would like to qualify why we are doing these certain things we are doing. We want to reassure the union that there are going to be no violations of your priority, that we will avail ourselves of the joint standing committee pro-

cedure. We want you to know that management appreciates the positions of both sides in this negotiation, and we certainly will discuss with the union the introduction of any new process before the installation of that process, and Mr. Hanson said that is the only reason I want to discuss this thing with you. You have already said to the mediators what is contained in the monetary proposition in the posting of conditions of employment. I told the mediators that isn't sufficient, and he went on to object to what we were asking for when we reduced our original demand before the mediators to [262] six and six; that is \$6 the first year, \$6 the second year, where we had been asking for \$9 on a one-year contract. We then told the mediators we would be willing to go along on a two-year agreement if we could get \$6 and \$6. And the mediators said they would bring that back.

Q. And you say there was reference made to the priority system. Would you tell us again what that statement was?

A. Well, we were always fearful of the loss of priority.

Mr. Kowal: No, tell us—

Q. Tell us the statement that was made? A. I said to Mr. Hanson that there is nothing contained in any condition of employment that I have seen yet or heard you read that would guarantee to us priority, or the rights of priority which we have enjoyed all these years. And Mr. Hanson said that I couldn't put all those things into a document because it would reach to the floor where we tried to post it on our bulletin board, or words to that effect. He said, I will, however, guarantee to you in the name of management that your priority will continue, the same procedure will follow in priority matters, and it will be held inviolate as it has been held in the past; and I told Mr. Hanson at that time that I was willing to take his word for it without asking him to put it into such a document as he described would result in putting all these things in.

[263]. Q. As a matter of fact, subsequent to that, did you in fact have an experience relative to priority? A. Yes, we did.

Q. With the company. Tell us about that? A. The conditions of employment were posted, I believe, in February, about the 8th of February.

Q. This is '57? A. Of 1957.

Trial Examiner: Is that General Counsel's Exhibit 6 you are referring to?

The Witness: Yes.

Trial Examiner: All right.

Q. That was posted in February, '57? A. Yes, it was customary about the latter part of April for the foreman to say to the chairman of the chapel we have got to get this vacation schedule lined up now. Will you go around and survey your members and find out what vacations they want and the proper priority of them. This is a practice that had gone on for many years, and a list of those eligible for vacations was given to the chairman, and he went about and asked each man in their priority order what vacation period they wished. And when the schedule was completed, he submitted it to the foreman. Now, this year, in 1957, when he submitted it to the foreman, the foreman protested saying all my makeup men are off at one period; and it was pointed out to him that, since it was [264] a vertical shop, he had many, many makeup men who were trained right there in the plant and who had been given every phase of the training; but Mr. Madden insisted that he would retain Mr. Milton Swenson or ask him—

Mr. Kowal: Who is Madden?

The Witness: Mr. Madden, he was then the foreman. I understand he has another title now. He was then the foreman of the composing room on the day side of the Telegram and Gazette. And he approached Swenson and he told Swenson that he wanted him to change his vacation to

conform with what his plans were for Swenson's vacation, and Swenson protested to the chapel chairman and the chapel chairman approached Mr. Madden. Mr. Madden would not relent. He finally went to see Mr. Weinrich, and Mr. Weinrich after some conversation with Mr. Madden had Mr. Madden say to Mr. Woolan, the chapel chairman, that the matter had been straightened out and that Swenson would get his vacation priority.

Q. Shortly after that, did you run into a problem relative to Mr. O'Toole? A. Well, it was a little longer than shortly thereafter; but we did run into a problem involving a machinist out of priority which we resolved after many sessions of discussion; but then a Mr. O'Toole showed up at the Telegram and Gazette and presented himself for hire. He was hired [265] by the night foreman. He stated his qualifications to be those of machinist and a proofreader. Now, it was customary in the hiring practice of the composing room under vertical priority rules that, if a man were accepted by the foreman on the night side as competent, then it was recognized by the foreman on the day side also, that that man was competent. It was also customary in a vertical shop that a man could be moved by the foreman from one job to another according to the needs of the office and to get out the daily paper or for whatever other work was necessary; and there was no recourse that the man expected to be moved to any job which he was competent to perform or to any job to which the foreman chose to place him on. However, there was one reservation, and it had been recognized for many years, that the foreman would not and could not move a man to a job in the composing room upon which the man claimed no competency; and use that lack of competency then for the purpose of discharging the man. Now, sometime in October, I believe it was, Mr. O'Toole, who was a substitute on the night side, who had been employed by the Telegram and

Gazette composing room from June until October, who had been used in the classifications to which he claimed competency, and who had been used as substitute for many in other classifications, and once he was used for those men, the foreman shifted his men around to cover [266] his needs and allowed O'Toole to either work as a machinist or a proof reader. Now, Mr. O'Toole was for all these months a substitute on the night side, and the months went by and O'Toole was at the top of the substitute list, and O'Toole chose as was his right as a substitute that rather than substitute on the night side he would then begin to substitute on the day side. Now, a sub was permitted to do this providing that he was not covering a situation holder. That is to say, that he was not being used as a substitute for a man that was off a regular job.

Now, Mr. O'Toole was in the clear along all those lines, and he arrived at the Telegram and Gazette day side, and Mr. Madden came into work about 8:45 that morning, he said to O'Toole from this day on you will work as an ad man, an ad man being a classification of work whereby the men in the composing room in that section take the type that has been composed by machine and assemble it in the proper form and shape so that to best display to the advertiser what his wishes had been in the raw copy. Mr. O'Toole said to Mr. Madden I have no competency. I have no knowledge of this phase of it.

Trial Examiner: Wait a minute. Were you present while all this was going on?

The Witness: No, I was not. I was not, I was in the composing room, but not in the conference.

[267] Q. Tell us what you know of your experience.

Trial Examiner: Just don't try to quote conversation that they had out of your presence.

A. It was reported to me by the chairman of the chapel, and that is the only knowledge I have of it.

Trial Examiner: Go ahead.

A. Mr. Madden placed Mr. O'Toole in the ad alley. I know of my own knowledge that he was assigned to the ad alley because I saw him working in the ad alley; on one of my many trips, I should say not many, but on one of my trips to the men's room, I stopped at Mr. O'Toole's frame and asked Mr. O'Toole, why he was setting ads when he had never set ads on the night side, and he said the foreman has put me over here. I told the foreman I am not competent, and that is as far as it went, so I said, what did you do about it? He said, I went to the chapel chairman and the chapel chairman protested to Madden that this man claims incompetency. I remind you that it is practice that you cannot discharge him for incompetence where he claims no competence. And the chapel chairman and Mr. Madden, the foreman, and Mr. O'Toole had that conversation as reported to me by Mr. O'Toole. At the end of that financial week, Mr. O'Toole showed me a communication from Mr. Madden who was still the foreman, stating that he was discharging Mr. O'Toole for incompetence.

[268] Q. Roughly, when was this, Mr. Mahoney? A. This was early in October.

Q. 1957? A. That's right. Immediately that became known to all the men in the composing room, and I was deluged with questions from the members of our union who were employed in the composing room there asking me what the union was going to do about this sudden violation of vertical priority after so many, many years when a man was, could go to work in the morning, and he didn't have to be fearful—

Mr. Kowal: I'd like to object. Can you make it a little shorter, Mr. Mahoney? Just sum it up if that is possible.

Q. (By Mr. Segal) Yes. Is it a fair statement, Mr. Mahoney, to say this matter of what the union considered a violation was known to all the men sometime in October?

A. This was the worst violation of vertical priority or any priority that I have ever seen in the years that I spent in the composing room.

[269] Q. Mr. Mahoney, to get back for a minute now, as I understand it, the last meeting that we talked about here was February, '57, had there been any meetings between February, '57, and the time of this incident you have been telling us about involving Mr. O'Toole relative to negotiations with management? A. What type of incidents do you mean?

Q. No, let me rephrase that. In February of '57, I think you have told us about the meeting you had with management, negotiations? A. Yes.

Q. Then we had the Swenson incident and you just told us about the O'Toole incident. Had there been any negotiations with management between February, the one you have described, and the times of these two incidents, one was the Swenson, and two was the O'Toole one in October of '57?

A. Do you mean negotiation of the union committee, a scale committee and management?

Q. Right. A. No, there had not.

Q. Had there been any request by the union to hold such meetings of management? A. No, not until—

Mr. Kowal: That is all in evidence, Mr. Segal: You [270] did make the request.

The Witness: Except those letters you put in.

Q. That is my point. You did send letters requesting meetings with management. Did you get any meetings with management immediately after you sent these letters? A. No. I sent two letters to Mr. Howard Booth, the publisher. I sent them to him because we merely addressed our correspondence to Mr. Booth, and I received no reply from the first. I sent a second, I received no reply. I called Mr. Booth and asked him if by his silence he was indicating that the

management was refusing to sit with us? And Mr. Booth told me no, that wasn't the case, that he was going to take it up with Mr. Steele. Very shortly thereafter I got a call from Mr. Steele. I was at work, and he asked me to drop up after the work day was over. I went to see Mr. Steele, and he told me that on the next day, or in the very near future, I would receive a letter from Howard Booth in reply to my letter to management.

Q. I show you General Counsel's Exhibit No. 8, 9, and 10, Mr. Mahoney. Are those the letters you made reference to just now, and General Counsel Exhibit 11 as well? A. Yes, I see the exhibits.

Q. And when was the first time you asked management by letter to have a meeting for collective bargaining purposes? [271] A. September 6, 1957.

Q. Did you get an answer to that letter? A. I did not.

Q. Did you write them again requesting collective bargaining meeting? A. I wrote them again on September 25.

Q. Is that General Counsel Exhibit— A. That is General Counsel Exhibit No. 9.

Q. Did you get an answer to that letter? A. No, I did not.

Q. What did you do then? A. I did not get an answer to the letter until I called Mr. Booth, and I will have to go into the meeting with Mr. Steele, if you want this chronologically.

Q. You got an answer from Mr. Booth? A. I did not, no.

Q. All right.

Did you write another letter or did you get a letter from management? A. I called Mr. Booth after the second letter and told him, asked him if his silence indicated that he was unwilling to meet with us. That they refused to bargain, and he said, no that was not the case, that he would take the matter up with Mr. Steele; and a short time there-

after I got a call from Mr. Steele to go to his office. He said he had [272] a couple of matters he wishes to discuss with me, and I went up alone, Mr. Steele said the reason for calling me was that Howard had got in touch with him and told him about the letters he had received, and that I was going to get a letter from Mr. Booth, and he would like to qualify the letter before I got it. I told him I was willing to listen. And Mr. Steele told me in substance that the management's position was that we weren't going to get any place by negotiating the old contract proposal. It was still their position that they weren't going to budge on the jurisdiction or the general laws, and that it was the opinion of management that it would be fruitless to sit down and waste their time and our time to negotiate a contract. I told Mr. Steele at that time that I was acting under instructions from the union, and that I could certainly sympathize with his thoughts if management retained the position that they had that we certainly never would get any place, but that the union was still ready to sit down and negotiate a full and complete contract that was approvable.

Q. Did you get a letter from management? A. And the next day or a day after, I got a letter from Mr. Howard Booth saying that he writes to inform, I will read from it—

Q. This is General Counsel Exhibit what? [273] A. General Counsel Exhibit No. 10, dated September 30, 1957, addressed to me, Dear Mr. Mahoney, Answering your letter of September 6, 1957, proposing that Worcester Telegram Publishing Company, Inc., meet with scale committee of the union for the purpose of continuing negotiations toward a complete agreement, I write to inform you that the company doesn't consider this to be a reasonable time for negotiating. And it is signed by Mr. Howard M. Booth, publisher.

Q. Did the union make any further attempts to get a negotiating meeting with the company? A. I reported this

to the union meeting and on November 5 I wrote this communication to Mr. Howard Booth.

Q. Which is what, General Counsel Exhibit— A. This is marked General Counsel No. 11, and it is dated November 5, 1957, it is addressed to Howard M. Booth, publisher, Worcester Telegram Publishing Company, and I say, if you will permit me to read from the exhibit—

Q. And in that letter which speaks for itself did you ask for a meeting with management? [274] A. I say I again and for the third time respectfully request a meeting between management and the union.

Q. Did you get an answer to that letter? A. No.

Q. A meeting was held, however, sometime in the end of November, 1957.

Q. (By Mr. Segal) Mr. Mahoney, we were about to cover the November 26 meeting. Before we come to that, I want to go back to February 8 meeting for just one minute. At the February 8 meeting, was there any reference to any impass? A. Yes, there was.

Q. Who made it and what was said?

Mr. Kowal: I just want to go back to my notes, if you don't mind. Okay. I'm sorry, go ahead.

A. Now, may I have the question.

Q. Who made any reference to impass, and under what conditions was this made? A. At the February 8 meeting when Mr. Hanson entered the room with management, and as management's spokesman, as a part of his remarks or his reason for posting or reading these [275] conditions of employment, he declared that it was obvious to him and to management that impass had been reached, and that they were posting these conditions of employment so that they could square away with the employees such raises as they wish to give them, and also to tell the employees in the

composing room under what conditions they were willing to employ them.

Q. Now, prior to this time—

Mr. Kowal: Would you complete it if you are not through.

The Witness: It was then we went on to discuss these phases such as priority and management appreciating the position of both sides and management willing to continue the use of the joint standing committees and those things that Mr. Hanson said would make the posting or the notice that he was going to post too lengthy.

Q. Prior to this statement by Mr. Hanson, had there been a discussion of the various economic issues such as wages, vacations, pensions, severance pay, insurance, and the other proposals in the contract?

Mr. Kowal: Is that in '57?

Q. That is up to the meeting of February 8, 1957, when Mr. Hanson announced this impasse.

Mr. Kowal: In '57 or all the way along?

Mr. Segal: '57.

Mr. Kowal: Okay.

[276] A. No, there was not.

Q. Now, we come then to a meeting in November 26, which came after the various letters the union had unsuccessfully tried to get this meeting which are General Counsel's Exhibits that we have already referred to. Now, will you tell us what went on in the meeting of November 26, Mr. Mahoney? A. I didn't get your whole question.

Q. All right.

Will you tell us exactly what went on in the meeting of November 26? A. Well, the meeting of November 26 was arranged as I recall by telephone, I called Mr. Steele and told him that we wished a meeting of the scale negotiation committee for the purpose of continuing negotiations, and he asked me if he could call me back, and he did, and we arranged the meeting. Now, the meeting was attended from

management's side by Mr. Hanson, Mr. Steele, Mr. Bowditch, Mr. Alfred Arnold, Mr. Weinrich, and Mr. Parry. The union's side was represented by Mr. Lyon, Mr. LaMothe, and Mr. Mahoney, Mr. DeLorme, Mr. Foley, and Mr. John Fitzgerald, Jr.

We opened as we usually did by a general discussion of why we had asked to meet again, and what we hoped to gain by meeting and the position of management was unchanged. [277] Mr. Hanson said that, Mr. Hanson then said that the company was willing to contract for wages, hours, and working conditions. He then cited the 7th Circuit Court of Appeals in Chicago in reference to the union demanding, as he termed, demanding union foremen and the ITU general laws against management's refusal. He went on to say that, if we insisted on the laws, if we insisted on the union foreman, that they would bring action in the Seventh Circuit Court of Appeals to try to get a citation for contempt. I suggested to Mr. Hanson that the principal argument by him and by Mr. Phillips had been on jurisdiction and general laws, and that they hadn't gone on to any other phases of the contract. Mr. Hanson then said that he was willing to negotiate the old contract, and he began a discussion of the old proposals, saying that it didn't coincide even closely with management's wishes, and what they considered would be a contract under which they could operate economically. He also said the conditions had not either been agreed to or disagreed to by management. By conditions he meant the conditions posted on the bulletin board, and we were quite surprised when Mr. Hanson said then at that meeting that management under the Taft-Hartley Law did not have the right to give out the jurisdiction, jurisdiction to any craft or union. He also said that he didn't think that negotiations were [278] impossible of solution.

Q. Did he offer a solution? A. Yes, he did. His solu-

tion would be that, if we resolved or withdrew or ceded the jurisdiction, general laws, and foreman clauses, then we could go on and very easily arrive at a written agreement. Mr. Lyon then spoke for the local union, and he gave reasons why the local union wanted a workable contract. He said it was not unusual for a contract to be signed between unions and managements containing these clauses which we sought.

Q. Did he cite any examples of that? A. He referred to the Gannett papers, and he also referred to the negotiations then going on in Lawrence, Massachusetts, which contained a similar, if not identical, proposal to the one in Worcester.

Mr. Hanson said he had no knowledge of the Lawrence contracts, but he hadn't read the Lawrence contract, and it went on then to a discussion of what would happen if the union took economic action against the company.

Mr. Hanson said that if you do strike, we will go right to the National Labor Relations Board and have them bring you before the Seventh District Court in Chicago, and we will have, we will attempt to have you cited for contempt under some other previous case which was against the union in Chicago. Mr. Lyon then said that, if a strike [279] occurred, it would be by an individual action of the local union members, it would not be either inspired by the international union or the international union would do nothing to force the union to a strike, that it would be—

Mr. Kowal: Who said that, I didn't catch that?

The Witness: Mr. Lyon, L-y-o-n.

Mr. Hanson then said would you once again take our counter proposal which I gave you last February, and will you give it new consideration or reconsideration? And we agreed that we would, and that we would report back to the management side what resulted from our conversation of their proposal.

Q. Did the union then take the proposal and come back

on November 27 and give its position as far as where the parties stood? A. Yes, we did.

Q. Did you speak up at the meeting of the 27th and outline the position of the union at that time? A. Yes, I did. I took our proposal and I went paragraph by paragraph and gave them what we considered our comparison of their proposal as against ours, and why we couldn't accept their proposal in toto.

Q. Did you point out to management for instance that you were apart on various items? A. I did.

[280] Q. Were these items among the following: Wages? A. Yes.

Q. Vacations? A. Yes.

Q. Sick leave? A. Yes.

Q. Pensions? A. Yes.

Q. Severance pay? A. Yes.

Q. Overtime? A. Yes.

Q. Hospital insurance? A. Yes.

Q. Election day? A. Yes.

Q. Were these items all brought to the attention of management at this particular meeting of November 27? A. Section by section were brought to the attention of management.

Q. What was management's position at this meeting?

A. Well, management's position was best indicated, I think—

Mr. Hanson: I object to the way he is phrasing that.

Q. Just tell us what their position was? [281] A. Management's position was stated by Mr. Hanson when he felt conditions were the same as last February regarding negotiations, and he asked if the union was ready to drop the union foreman, general laws, and jurisdiction language over new processes.

Q. Was management willing to discuss these other issues until the union dropped these other proposals?

Mr. Kowal: Wait. I wish you'd go on. I object. The thing was, is the union willing to drop the three items. What did the union say? I'd like to get that in.

Q. All right. What was said with respect to that? A. The union said unequivocally that we did not intend to drop any of our language. We were willing to negotiate it all, but we would not withdraw it.

Q. What was management's position, again, when Mr. Kowal interrupted us? A. Mr. Hanson then said that the union would not get jurisdiction over processes not yet introduced into the Telegram and Gazette. He then went on to say that the ITU was operating outside of the law, and he took us on a long and circuitous route through the Seventh Circuit Court of Chicago even over into Honolulu into some cases over there; and when this travelogue was over, he threw up his hands and said, where do we go from here? And we asked him the same question, and he said, I don't know. We asked for [282] a short recess. We caucused and when we asked management to come back into the room, I announced to management that Mr. Lyon would then be our spokesman and Mr. Lyon said that the union had instructed him to bid the management committee good day, and that ended the negotiations.

Q. And the strike took place when? A. The strike took place at 6:00 p.m. on November 20. I notified management about 20 minutes to six that we were, the union had voted to strike at 6:00 p.m.

Q. Have there been any other negotiations since that date with management? A. There was one attempt to negotiate.

Q. When was that? A. I believe it was February 8 of 1958. I called Mr. Steele and asked him if myself and Mr. DeLorme could meet him in his office and discuss whether there were any way to resume negotiations.

Q. What answer did you get? A. Mr. Steele readily

agreed to meet with me, and I went to his office on the date mentioned or thereabout.

Q. What was said there? A. Mr. Steele was there with Mr. Bowditch, and we exchanged pleasantries, and I then said we were sent there by the general committee of the union to explore whether there were any way that we could resume negotiations [283] on a local level, and Mr. Steele said that he was a little fearful that we were not able to negotiate on a local level because Mr. Lyon and Mr. La-Mothe had been in the picture, and that he was afraid the international union would not allow us to do so. I told him that I didn't think I would be violating any confidence when I told him that I informed Indianapolis by telephone that I was going in there, I was going to attempt to resume negotiations on a local level and that Indianapolis did not deny me the right to.

Mr. Kowal: What? Indianapolis did not do what?

The Witness: Did not deny me the right to. As a matter of fact, I had their blessing.

Q. What did management say? A. I asked Mr. Steele what suggestions he had to resume the negotiations on a local level, and Mr. Steele said, I don't see there is much we can do. The government has taken this out of our hands now, and he turned to Mr. Bowditch, and asked Mr. Bowditch if that were not substantially so, and Mr. Bowditch said yes, I should say so; and after Mr. Steele told me that the government had taken this thing out of his hands, I said to him, Well, how far do you intend to pursue this, is it to the first set of hearings or is it to any preliminary hearings, or do you intend to pursue this thing to the final disposition [284] of the case? And he says, yes, he thought that the government would pursue it that far, that it really was out of the hands of management, and we left on a note that we could come back any time that we had any ideas. He would be willing to sit down and discuss

them with us, and that management felt that, if they had anything to discuss with the union, that they would feel free to call upon the union representatives to come in and discuss them, especially any solution to the subject of getting these negotiations started again.

Q. Have you heard from management relative to that since? A. No, I haven't.

Q. Prior to that date or sometime in February or March, did the state conciliation service call a conference? A. Yes, we were notified by the state conciliation service of a hearing to be held at the State House in Boston.

[286] Q. At any rate, as I understand it, the union committee went to the State House at the summons of the state board of conciliation, but the company was not there, but this letter was there, as I understand? A. We were met at the State House by one of our counsel, Mr. Flamm, and he gave us this and said this is, the meeting's off, the board or the service has been in receipt of this letter, a copy of which I have here for you.

Q. And the meeting was scheduled for February 21, I think [287] you said? A. Yes, that's right.

Q. Now, there have been no other collective bargaining sessions between the company and the union? A. Have there been no others?

Q. Yes. A. No, there haven't.

Q. During all these meetings, Mr. Mahoney, was there ever any mention of any other union's claiming jurisdiction of anything? A. Not to my knowledge, no.

Q. Was there a meeting held prior to the strike taking place? A. A union meeting you mean?

Q. Yes? A. Yes, there was.

Q. Did you at that union meeting speak? [288] A. Yes, I did.

Q: Did you tell the people at the meeting the status of negotiations, Mr. Mahoney? A. As chairman of the negotiating committee, I gave a report on the status of the negotiations as of that time.

Q. Did you tell the people the status on wages? A. Yes, I did.

Q. On vacations? A. Yes, I did.

Q. On holidays? A. Yes, I did.

Q. Sick leave? A. Yes.

Q. Severance pay? A. Yes.

Q. Pensions? A. Yes.

Q. Insurance? [289] A. Yes.

Q. Election day? A. Yes.

Q. Did you also tell them about the company's position on jurisdiction? A. I most certainly did.

Q. ITU laws? A. Yes.

Q. Did you report at that meeting on the O'Toole incident? A. Yes, I did.

Q. During all these collective bargaining sessions, Mr. Mahoney, was there any discussion of paste-makeup work? A. No.

[290] Q. Were you familiar with the agreement that had been in effect between the company and Local 165 prior to January 1, 1953? A. Yes.

Q. In general did those agreements prior to the passage of the Taft-Hartley Law use the word members throughout? [291] A. Yes, they did, yes.

Q. After passage of the Taft-Hartley Act, were steps taken to change the word members to the word journeymen or employees or persons? A. Yes, the were.

Q. (By Mr. Van Arkel) In all instances, were those

changes made as was intended, Mr. Mahoney? A. To the best of my knowledge, they were.

[292] Q. (By Mr. Van Arkel) Well, I'd like specifically, Mr. Mahoney, to call your attention to Page 4, the third paragraph in the left hand column, which begins, if the discharged member be reinstated, by the joint standing committee, said member shall be paid for lost time. Can you explain how the word member happened to appear in that contract at that point?

A. The only explanation I can make is that it is inadvertently in there. I might qualify that to say that this old contract was the result of many, many hours of joint effort on the part of the union and management to arrive at a workable set of rules, as it were, workable conditions under which we could operate; and it was an earnest and sincere effort on the part of both sides to really beat out the language of that 1954 agreement, and both Mr. Phillips and myself and all members of both committees really contributed generously and perhaps equally to the beating out of that language; and we made a sincere effort to change [293] any wording or terminology that might be a stumbling block, either legally or otherwise, and that word member, the first reaction I get is I am surprised it is in there; and if it is in there, it is in there inadvertently. I think, by either side.

Q. Well now, I ask you to look at page 5 of the old contract, Section 8, I notice that the union had proposed that that be deleted from the new proposal, is that correct?

A. Yes, and that was one area where there was no dispute. Management had agreed to delete that section from the new contract.

Q. Now, looking at page 8, under Section 5, paragraph 3 of Section 5, which starts, in giving nights or days off.

the foreman shall give preference to members oldest in priority standing. There again the word member is used. A. There again I would say it is inadvertent. If that is in there, it is in there inadvertently. At all times at the conference table we represented ourselves to be the bargaining agent for the people in the composing room, and had no reference to members. We used the personal pronoun at all times, we for us, you.

Q. Now, page 9 of this agreement, Section 6, paragraph 3, I note the language members of the night shift shall be paid time and one half for work performed on issued days of [294] designated holidays; members working their sixth or seventh shift on designated holidays shall be paid double straight time rates. I notice that that language had been deleted in the union proposal as submitted? A. Yes, the left hand column, as I said, was a joint effort, and the right hand column was our new proposal, and I don't see it in our new proposal.

Q. Now, would you turn back to Section 7 on page 7 of the proposal. Was there in the course of negotiations which led up to the making of that agreement some discussion about the language of Section 7? A. There was a lot of discussion; as a matter of fact, I thought both sides were mighty proud of this apprentice section, apprentice article. This was when we really got down to the business of training apprentices, we convinced each other that the first step we should take in the training of an apprentice was to completely disassociate ourselves from any selfish motive.

Mr. Kowal: Is this part of the discussion, Mr. Mahoney?

The Witness: At the time we negotiated this section?

Mr. Kowal: Yes?

The Witness: Yes, it was, very much a part of the discussion.

[295] Trial Examiner: He was doing a little sales promotion there. As long as it was agreed up there was negotiation and you agreed to that clause, that is the way I understand it, is it not?

The Witness: This clause was a result of a joint effort by the management and the union to write this clause.

Trial Examiner: I mean it is in the contract.

Q. (By Mr. Van Arkel) Was this the form in which it had been originally submitted by the union? A. Oh, no.

Q. Do you recall what that was? A. We submitted the old form where we said that they shall take the lessons in printing and management objected, saying that they thought that they might be treading on dangerous [296] ground, that they felt they didn't have any right to take that much of a part in the union program where they could dictate to a boy that he must take these lessons, and I am quite sure that it was Mr. Phillips who suggested that they just insert the word advised or rewrite it to say let's advise the boy and we were agreeable to that, and it was approved in that manner.

Q. And was it made clear in the course of those discussions that any requirement that the course of lessons be taken was eliminated and in its stead the apprentices would be advised to? A. Mr. Phillips made sure it was understood even before he agreed to. He was fearful.

Q. Mr. Mahoney, as you were aware better than we, there has been a good talk, a bit of discussion here about the jurisdiction clause of the proposed agreement. At any time in the course of the negotiations up to the time of the strike, did Local 165 make any demand to represent for purposes of collective bargaining any persons other than persons employed in the composing room? A. No.

Q. Specifically at any time did it make any demands that it be recognized as representing people doing the work of artists? A. No.

[297] Q. Are you familiar with the term appropriate bargaining unit? A. I believe so.

Q. I note that your proposal Section 3 of Article 1 starts off jurisdiction of the union and the appropriate unit for collective bargaining is defined, and then continuing with the rest of the language. Was this a proposal by the union that the appropriate bargaining unit should include all those persons employed in the composing room? A. Yes, it is.

Q. And was Section 3 of Article 1 a proposal that all of the work therein described should be done by persons employed in the composing room? A. It certainly was.

Q. Did the Local 165 in the course of these negotiations state to management that they were interested and anxious to procure an approvable contract? A. We did, many times.

Q. At any time did the local union state that they did not wish to reach an agreement? A. No, we did not.

Q. Was the union at all times willing to sign an agreement if appropriate terms could be agreed upon? A. We were then and we are now willing to sign any agreement under which we get the proper protection necessary for the [298] members of our union employed in the composing room of the Telegram and Gazette or any other people employed in the Telegram and Gazette composing room who might come within our bargaining unit.

[303]

Cross Examination

[306] XQ. Wasn't there any further discussion of the rising costs and what the union proposal would cost management? A. I think they were alluded to each day of negotiations in management's opening statements.

XQ. It was a substantial item, was it not? A. Beg pardon.

XQ. I said this was a significant item, was it? A. From management's standpoint, yes.

[307] XQ. When you say that an economic issue was or wasn't discussed, are you defining economic issue only from your point of view? A. Naturally.

XQ. So I take it then that you consider a discussion of the cost of the union proposal not an economic issue? A. I do in my part because they were never definitive in their explanation of where that \$500,000 or that expense of that \$500,000 would occur. For instance, they would never at any time in all negotiations define what they included in page cost which seemed to be the norm from which they draw this \$500,000.

[311] XQ. Now, I believe in the 1956 negotiations, management agreed that any salary increase would be retroactive if the negotiations went beyond January 1, 1957? A. That's true.

[316] XQ. By the way, in the union proposal of 1956, I have reference to Article 1, Section 3; namely, the jurisdictional section, was that language the product of the local's efforts? A. I think I had previously testified that that language was conceived in Worcester, originally sent out to Indianapolis, and asked the legal department or contract department to scrutinize the thing to make any additions or corrections or alterations which would improve the language and to survey it to see if it was in conformity with state and federal law and ITU law and would give us the proper protection which in their opinion we needed.

[317] XQ. Now, I may be mistaken, but I believe you testified yesterday it was always the practice in these negotiations to leave economics to the end, is that correct? A. That had been the practice, yes.

XQ. And to take these other issues, like jurisdiction and law and things of that kind, first? A. Everything else first.

XQ. Everytching else first.

Well then, I take it that, if management wished to take that first, that was no variation of practice, is that right?

A. Yes, it was. There were many times in negotiations over the many years that I remember where we didn't resolve a thing after three or four meetings and we said well, let's leave it and go on to other things.

XQ. By the way, I believe it was your testimony that right at the very outset management took, to use your words, adamant insistent position that jurisdiction and general laws had to be taken care of, isn't that right? A. They were surprisingly adamant.

XQ. They were surprisingly adamant, as you say. Why do you say surprisingly? [318] A. Because in the past negotiations, as I remember them, we would take the contract and start at Article 1, Section 1, and go down through each one and get an opinion from management or a counter proposal from management and then go back over it and resolve the issues; but this time, as I well remember, Mr. Phillips took the position it was his opinion expressed for management that he could not, would not get a written contract, and they were insisting on sticking to what he termed the stumbling blocks before we resolved the other issues.

[319] XQ. Did management offer to negotiate the general laws individually? A. They did.

Q. What was the union's answer? A. The union's position was we would negotiate any section into the contract that would give us the protection [320] we had under the laws and would cover any phase covered in the laws.

XQ. No. What was the union answer to the management

proposal to discuss the general laws individually? A. I think I just—

XQ. Did it agree to do so? A. We did agree to do so.

XQ. You agreed to discuss or negotiate the general laws individually? A. Not the laws per se we didn't.

XQ. That is what I want. You did not agree to negotiate the laws per se, is that right? A. That's true.

XQ. And you took a position that you simply wouldn't do so, isn't that correct? A. We took the position that we would have the alternate choice of negotiating into the contract any section that would give us the proper protection that we sought under the laws.

XQ. Well, if you took the position—

Mr. Segal: Let him finish.

Trial Examiner: Go ahead.

A. Because, if you have read this proposal,—

XQ. Well, I don't want your because—

Mr. Van Arkel: Why can't the witness be allowed to [321] finish his answer?

Trial Examiner: Let him complete his answer.

A. It is also a part of this proposal, Mr. Kowal, that anything not covered in this agreement, then the laws speak out where the agreement is silent.

XQ. You took the position, did you not, that you would negotiate any of these laws? A. We would not negotiate the laws per se.

XQ. Is there some magic to this phrase per se that I don't understand? A. Perhaps if it appears to you to be magic, it doesn't to me.

XQ. Doesn't that mean that you simply wouldn't negotiate the laws individually?

XQ. Don't the general laws of the ITU require that the general laws not be negotiated? A. They do.

XQ. Then certainly you didn't intend to disobey that

instruction, did you? A. I am a member in good standing of the International Typographical Union. I adhere to its laws.

XQ. Now, in November 7, 1956, I think that is the meeting, you opened the meeting by saying, I believe, you testified [322] to this, that the local union had sent you back for an approvable or an approved contract, am I quoting your testimony? A. May I have the notes again, please.

Mr. Kowal: Oh, go ahead, I'm sorry.

A. Did you say November 7?

XQ. Yes. A. My notes say November 8.

XQ. Or November 8? A. I think we agreed—now would you give me the substance of your question?

XQ. Did you open the meeting by saying the local union had sent you back for an approved or approvable contract?

A. Yes.

XQ. And I take it that means a contract approved by the ITU, is that right? A. It could be approvable, yes, by the ITU, yes, that is the reference.

XQ. And did the ITU insist that the general laws be in the contract and the jurisdiction laws, and if so, the contract would be approved, or if not, it would not be approved, is that correct? A. Now, which jurisdiction clause do you mean? The one as it was set forth there or a suitable jurisdiction—

XQ. The one as set forth in Article 1, Section 3. [323]

A. I don't understand it to be that way.

XQ. How about the general laws? A. The general laws they did want them in there; but I have known of instances where they weren't required because they were properly covered in the contract.

XQ. Did you ever withdraw your request to the general laws in the negotiations? A. We never acceded to that request by management.

XQ. What was that? A. We never acceded to that request by management that we withdraw those things.

XQ. You never withdrew them at all.

How about the question of jurisdiction, did you ever withdraw that demand? A. We did not. We offered to discuss it, and negotiate it.

XQ. Did you ever propose to amend or ever amend your jurisdictional demand? A. We said that we would negotiate into the contract every section to the mutual satisfaction of both parties.

XQ. Did you ever amend the jurisdictional section. Mr. Mahoney, in all these negotiations? A. We had no opportunity to.

XQ. Did you ever amend the jurisdictional section in all these negotiations, Mr. Mahoney? [324] A. Not to my knowledge.

[332] XQ. (By Mr. Kowal) The chief protest of the union November 8, 1956, was the failure to get a signed and approved contract or to reach one, Mr. Mahoney? A. Our chief complaint was, Mr. Kowal, was we weren't moving toward one.

XQ. You weren't moving toward getting a signed or approved contract, isn't that right? A. Yes, approvable contract.

XQ. In order to get a signed or approvable contract, you had to overcome this hurdle of jurisdiction and general laws? A. Among other hurdles, yes.

XQ. In order to get an approvable contract, you had to overcome this particular hurdle, is that right? A. Yes.

XQ. The International doesn't give you directions on what wage increases to look for, does it? [333] A. No.

XQ. They don't instruct you on such matters, do they? A. No, except I have heard of cases where we were getting

dangerously low in the national level, that they would instruct you to get up.

Q. Yes, but that wasn't involved here, Mr. Mahoney?

A. No, we were pretty close to average.

XQ. There were no instructions from the international except on the issues I have spoken of; namely, jurisdiction and general laws, isn't that correct? A. Yes.

XQ. And it was clear to you that, if you wanted an approvable contract, you had to reach some agreement with the employer on these issues satisfactory to the ITU, isn't that correct? A. No, that is not quite true.

XQ. Why isn't it true? A. We had to meet some satisfactory arrangement with management that would give us what in their opinion was proper protection under contract.

XQ. And whose opinion? A. The ITU's and the local union's.

[334] XQ. On the question of whether a new process was or was not composing room work, did Mr. Phillips at any time in November of 1956 offer to arbitrate that issue? A. Yes, he did.

XQ. What was the union answer? A. We did not wish to arbitrate.

[336] XQ. By the way, did the local union at any time ask for strike sanction? A. Yes, we did.

XQ. From whom did you ask the strike sanction? A. International Union.

[337] XQ. Is there any doubt you did ask for it in 1957? A. No question in my mind that we did.

[339] A. To the best of my knowledge, yes.

XQ. Now, I believe that after this announcement, Mr.

Hanson [340] did grant the union's request for slide day, vacation pay, and jury pay? A. Mr. Hanson said at that time, if it was the same meeting, where he was discussing what management's intentions, management's intention of posting conditions of employment, that that would be included in their conditions of employment.

XQ. I mean, didn't the union request these things? A. That was in our proposal, yes.

XQ. Didn't you specifically request those on that day? A. No, not specifically. I can well remember that my argument to Mr. Hanson was that we strenuously objected to this method of negotiations and that in their counter proposal that they had offered us some fringe benefits, and then here in a deliberate and unilateral posting of conditions of employment they were snatching them away; and Mr. Hanson said, well, I think he said, I think this is about what he said, well, that is just an oversight on our part. If management has promised those things to you, management will go through with them; but he then went on to say that all the other things about priority, etc., would make the thing too lengthy and too difficult to post.

[342] XQ. Now, I believe then you said that you sent a couple of letters to the employer seeking to reopen negotiations on what, Mr. Mahoney? A. Seeking to reopen negotiations on this proposal.

XQ. On the union proposal? A. Yes.

XQ. Now, I show you what appears to be a copy of the first letter you sent. I may be wrong. The first letter you sent to the employer after February 8, 1957, which is General Counsel's Exhibit No. 8, dated September 6, 1957, and call your attention to the phrase, the union strongly desires to meet as soon as possible to discuss what it believes to be serious alterations and conditions in the [343] composing room. That wasn't a request to resume negotiations

about the contract, was it, Mr. Mahoney? A. You mean the letter itself?

XQ. Yes. A. Oh, yes, it was.

XQ. Why didn't you say so? A. It says in the first paragraph, and I read from GC-8, Worcester Typographical Union hereby requests a meeting between the representatives of the Worcester Telegram Publishing Company and the scale committee of the union for the purpose of continuing negotiations toward a complete agreement.

XQ. Well, apparently, you wanted to discuss some serious alterations and conditions in the composing room, is that also correct? A. Yes, we certainly did.

XQ. And were these serious alterations in the composing room the reason that you sought to resume negotiations?

A. The reason I sent the letter was because I was under instructions by the union to resume negotiations toward a complete agreement.

XQ. Because of the serious alterations and conditions in the composing room? A. No, because they still desired a written contract under which we could work and understand management's position and [344] management understand the union's position.

XQ. Then I believe you said that you sent two letters to Mr. Booth, September 6, 1957, and September 27, 1957, and that Mr. Booth promised after you asked him whether or not silence indicated a refusal of bargaining, he promised to sit down and bargain with you, is that right? A. No, I didn't say that.

XQ. What did you say? A. I said I had to make a telephone call to Mr. Booth.

XQ. Yes? A. And asked him if his silence could be reported to the union as refusal to bargain, and he said no, he said he would take the matter up with Mr. Steele. He did not at any time sit down and bargain with us or was

he present at the bargaining sessions on this proposal. He was represented by Mr. Steele and Mr. Phillips.

XQ. Did you then have a conversation with Mr. Steele?

A. I did.

XQ. And didn't you testify yesterday that Mr. Steele told you that he wanted to qualify the answer given by Mr. Booth? A. He wanted to qualify in advance what would be contained in the letter I received from Mr. Booth in the very near future.

XQ. Qualify in advance the letter that you received from [345] Mr. Booth, is that correct? A. That's correct.

XQ. What was there about that answer that Mr. Steele wanted to qualify to you? A. As I testified yesterday, Mr. Steele asked me to go to [346] his office after the working day was completed, and he told me I was to receive a letter from Mr. Booth, and he said the reason they took the position they did was they felt that the jurisdiction, the ITU laws were still going to be stumbling blocks, he assured me they still had no intention of putting in any new processes except the teletypesetter they had then, and he used those as qualifying reasons for sending this letter; and I sat with Mr. Steele and I listened to him and discussed the matter with him, and I said the union still has to negotiate, and he said, of course, at any time we are willing to negotiate.

[351] Mr. Kowal: Could I see your notes again, Mr. Mahoney.

XQ. (By Mr. Kowal) I believe you testified yesterday as to the meeting of November 26, 1957, and I am reading your notes, that Mr. Lyon says that, if the strike occurs, [352] it would be by individual action of local members, as they are not satisfied with conditions. Was that your testimony? A. Yes. May I see my notes.

XQ. Yes. A. Well, that portion of Mr. Lyon's reported quotation is correct, but—

XQ. You can read the rest if you wish, if you think I am distorting. A. According to my notes, Mr. Lyon said, if the strike occurs, it would be by individual action of local members as they are not satisfied with conditions. They desire to negotiate a contract, and the union will give plenty of consideration to both sides.

XQ. Am I to understand, Mr. Mahoney, that it is only the individuals who are striking here and not the local? A. Beg pardon.

XQ. Am I to understand or are we to understand that it is only the individual members who are striking here and not the local? A. No, it is the local union who took the action in formal session.

XQ. So that this statement that individual members are striking is in a sense incorrect, is it not? A. I wouldn't say so.

XQ. What authority did Mr. Lyon have to make such a statement [353] as to what the local or how the local was going to strike? A. Well, because Mr. Lyon had conferred with the local people.

XQ. Did the local confer authority on Mr. Lyon to speak for the local? A. They did.

[355] XQ. At this meeting at November 27, did the union ever tell the employer in this meeting why it was bidding it good day? A. No, it did not.

XQ. Did the union ever bring up the O'Toole matter, so-called, in this meeting of November 26-November 27?

A. I don't recall bringing it up at that time.

XQ. Was the O'Toole matter a strike issue? A. A violation of the priority section of the contract could be termed an issue in the strike.

XQ. Could be, you don't seem to be very, shall I say, interested in that. Was it a strike issue? A. Let me say

then that the priority section of the contract was one of the conditions of the strike.

XQ. I take that to mean that the O'Toole matter was not an issue in the strike? A. The O'Toole matter, if you want my opinion—

XQ. Yes. A. The O'Toole matter, in my opinion, was the primary reason why the members of the Worcester Typographical Union voted to strike.

XQ. And did the union ever tell that to the employer?

[356] A. We never had opportunity to.

XQ. Never had an opportunity to tell the employer that the O'Toole matter was a serious and significant thing?

A. We had told, you asked me first if we had ever told management that that was the primary reason why the members voted to strike?

XQ. Yes? A. We never told them that.

XQ. Why not? A. Now, to go on to your second question,—

XQ. Why not? A. Because we had never had a strike vote up until the time of November 27; and we were never asked to analyze, as you have asked me today, why the union struck and what was the primary reason for the union to strike. However, I did in private conversation with members of the management since the strike had begun express the opinion I expressed to you today that that was the primary reason why the men of the union and one woman member of the union had voted to strike.

XQ. Was it solely because of the inexperience in strike matters that the union hadn't communicated this O'Toole matter to the employer before the strike? A. The O'Toole matter was in the process of a joint standing committee process to adjudicate the fact; and [357] management had not made up their mind from what source they would get an arbiter, and we had reached that portion of that phase of joint standing committee procedure. They knew

of the affair. It was thoroughly discussed. We had had a number of meetings as a joint standing committee on it. We had come to no successful conclusion, and we were at the point even to the point where I had my brief prepared for the arbiter.

XQ. Now, in the meeting of February 8, 1958, with Mr. Steele and others, Mr. Steele testified that you said to him that whatever you did here had to be cleared by the international. Did you say that? A. I don't recall using those words, no.

XQ. Did you use any words like it? A. Oh, I probably said that we certainly would consult with the international.

XQ. Isn't it true that anything you did by way of negotiations on February 8, 1958, had to be cleared through the international? A. It was not mandated that it be cleared.

XQ. It didn't have to be cleared. Let me put it this way: Did it have to be cleared or didn't it have to be? A. I don't believe so. We still had local autonomy in this matter.

XQ. What matter? [358] A. The settlement of the strike and arrival at the contract.

XQ. You have local autonomy as to the matter of arriving at the issues of jurisdiction and the general laws without clearance with the ITU? A. We certainly do.

Mr. Kowal: You have that transcript here? Can I look at it? Oh, I'm sorry, I have it.

Just a minute, sir. I am hunting for something.

XQ. (By Mr. Kowal) Now, I am quoting from the testimony of Mr. Randolph in another case, and it reads as follows: Local unions must send to my office any proposed contract for review before they are presented to employers in order that we may screen it and keep it in accordance with our own laws and the civil law. Then, after negotiations, they must again submit it for screening to see that it is still in compliance with our laws and with civil laws.

before they may finally agree to it and sign it with the employer.

And I ask you again, Mr. Mahoney, whether or not in any way that refreshes your memory as to whether or not the local had to have any agreement reached with the employer screened or approved by the ITU? A. It is my understanding of it, Mr. Kowal, that, in order to be approved by the international union, they must be submitted before submission to the management and after [359] agreement with management before they can be approved by the international union. That is my understanding of the matter.

[371] Trial Examiner: I will sustain the objection:

XQ. (By Mr. Hanson) After the mediators had conferred with management, did they go back and report to you what [372] management said? A. Excuse me for a moment. Are we still on January 30?

XQ. January 30. A. Yes, they did.

XQ. Did the mediators report to you that management had stated that it would not accept those three proposals, but that the union could have a fair and equitable contract in all respects if it would yield on those? A. I can well remember Miss Weinstock and Mr. Braker coming back and saying that management had said no to the jurisdiction and the general laws clause. I have no recollection of the foreman being an issue at this time; and that they said in substance that you would be willing to give us what you considered to be a fair and equitable contract if we did withdraw those demands.

[374] A. I can well recall telling the mediators that we had asked for strike sanction; and, if we received it, there was a good possibility that a strike might occur. Now, I want you to understand that at the time these meetings

were going on, we did not have strike sanction, and it would be economically impossible for us to strike without sanction. We have to eat you know.

[376] XQ. Now, in the further conference with the mediators that day, did they tell you that insofar as management was concerned, an approved contract covering foremen, union laws, and jurisdiction clause was out? A. I don't remember the foreman, but I do remember the general laws and the jurisdiction.

XQ. Now, Mr. Mahoney, wasn't there a great deal of discussion about union foremen from time to time in these negotiations? A. The only discussion we had, Mr. Hanson, I think was when we were comparing your counter proposal with the union [377] proposal in an attempt to negotiate section for section, one into the other, and I think we pointed out how unfair to the foreman your counter proposal was.

XQ. In what way was it unfair? A. We were specifically fearful—

XQ. In what way was it unfair? A. I am trying to answer that. We claimed that we were particularly fearful that there was something in that counter proposal that said, if the foreman was discharged as foreman, there would be no obligation on the part of management to retain him as an employee. I believe that's in there some place, and what existed at the time of the contract negotiations was that the foreman, providing he had been an employee of the composing room prior to his elevation to the office of foreman, would retain his regular priority spot; and, if he were reduced in rank, that he would continue to maintain his priority spot, and he would continue to be employed in proper priority order in the composing room. And we were fearful that your counter proposal would not protect the gentleman who happened to hold that office if you decided

to reduce him in rank. And that to me was the discussion I had with you on that.

[379] XQ. (By Mr. Hanson) Mr. Mahoney, just before the recess I asked you to read company's counter proposal on the union foreman. Have you found it in the exhibit?

A. Yes, I have.

XQ. Will you read it, please? A. This is General Counsel No. 5, Article 4, Section 8.

XQ. Yes. A. All work, you want me to read the whole thing?

[380] XQ. Now, I ask you what was the objection the union stated if any to that provision in the last two paragraphs of the section you just read? [381] A. The union interpretation of that, those two paragraphs, resulted in the union objecting on this premise; that we were fearful that under this section of your proposed contract that the foreman would lose his priority standing within the bargaining unit. We felt that it would not give us the proper protection or a protection similar to the protection which the foreman had in the practices existing in the composing room as of that time.

XQ. And you so stated that objection? A. I did, or we did.

[383] XQ. Do you recall whether or not the union expressed the desire to discuss but asked specifically not to be held to an agreement to negotiate on the printed notice?

A. I remember that you, Mr. Hanson, offered us the opportunity to discussion, and upon our objection that it might be construed as negotiating, that you assured us that you would not hold us to any contract or agreement, and nothing would bind us.

[384] XQ. And thereafter what happened? A. And

thereafter there ensued what might be termed a discussion of the intentions of management in the posting of this notice of employment, and the expression by the union that we were being given in a counter proposal certain economic clauses and then having them snatched away from us, that there was a great fear on the part of the union that the priority rights of our employees in the composing room would be violated. There was nothing to assure us there would be no violation; and, when we mentioned these things, you expressed for management that you had no intention of destroying any priority rights, you would not alter the practice; and if I may now refer to my notes, you said that notice would not bind the union, as the union will not be asked to approve or disapprove and that priority will continue. You also said that you were willing to avail yourselves of the joint standing committee procedure, and you said that management would appreciate, does appreciate the position of both sides, and you said also that management would discuss the introduction of any new process or all new processes before the installation of the processes.

[35] XQ. Who was Mr. LaMothe? A. Who was Mr. LaMothe?

XQ. Yes? A. Mr. LaMothe was the answer to our request to Mr. Randolph for assistance in trying to negotiate the contract. He was the New England or area representative of the International Typographical Union; and Mr. LaMothe told us that he represented Mr. Randolph by proxy.

[36] XQ. Do you recall whether there was any discussion of machinist apprentices? A. I can very well remember that Mr. Phillips, I think, injected that, and one of the union committee, if I can remember the term he used, I think it was Mr. LaMothe, said that Mr. Phillips was

throwing flies in the ointment, and that we did not wish to expand the ratio of apprentices.

XQ. Didn't Mr. Mahoney say something about apprentices, machinist apprentices? A. Whenever apprentices are mentioned, Mr. Hanson, I am most interested in them, and there is no question in my mind I must have said something.

XQ. Well, didn't you say in fact that, if the day ever comes for the need of a machinist, that the union cannot supply a satisfactory man, the union will allow the company to [388] introduce a man out of priority? A. Oh, I think that I referred to times when that did occur and the union did allow people out of priority to come in there. I don't think that I made any promise in the name of the union that that would be a hard and fast practice.

[391] XQ. When did you ever refer to employees in the composing room rather than union members in these negotiations, Mr. Mahoney? A. To the best of my recollection, I referred to them many times.

XQ. Didn't you also refer frequently to members of your union and the protection you wanted to give to them? A. Not to my recollection.

XQ. You never referred to try and protect the members of the union? A. I don't think so.

XQ. Did you want to protect them? A. Of course I wanted to protect members of my union wherever I had the opportunity to protect them.

XQ. All right.

Now we come to the next thing, do you recall Mr. Hanson saying definitely that the seniority and priority practices will continue? A. Yes, I do.

XQ. What is the difference between seniority and priority, Mr. Mahoney? A. Well, in the printing industry, that is in union circles, we refer to it as priority because it is a

historical term, and we have never departed from it for the use of seniority. There is no difference.

[392] XQ. On that point I believe you referred to somebody yesterday that had priority in a certain competency, but was assigned to another job in which he had no competency whatsoever, is that correct? A. No, I didn't say that.

XQ. In which he was not competent? A. You said he had priority in one competency. There is no such thing as competency priority in the Telegram-Gazette composing room. It was what is known as a vertical shop, where you maintain one priority for all phases of the composing room work. You are hired as an employee of the composing room without defining whether you are an employee of the composing room with competency or priority in any given branch of the work of the composing room.

XQ. Well, hasn't it been the contention of the ITU that the journeyman printer is competent at any branch of the trade? A. I have never heard them contend that.

XQ. You never had? A. No.

XQ. Does it take six years to make just an ordinary printer rather than one that is competent in the whole field? A. Mr. Hanson, when we spend six years with an apprentice, we make more than just an ordinary printer out of him, we make a finished printer. The only limitations are within the limitations and the machinery and the shop in which he [393] serves.

XQ. And presumably, if he has journeyman status, he can serve at any of the phases of the operation in that shop? A. That is what we ultimately hope to attain. Unfortunately, in the Telegram-Gazette composing room Mr. Madden did all he could to retard the training of some of those.

[395] XQ. You were the spokesman for the scale commit-

tee at that meeting, were you not, Mr. Mahoney? A. I was not.

XQ. Who was? A. Mr. Quinn.

XQ. Did you inform the union at that time that you were not able to get strike sanction? A. Mr. Quinn did, yes.

XQ. Did you tell them, absent these provisions that you wanted, the posted notice appeared to be fair? A. Would you repeat just the first part of your question.

XQ. That absent foreman clause; the jurisdictional clause, [396] and the union laws clause which you had sought, that the other conditions in the posted notice appeared to be quite fair? A. I think that's reasonable, yes, I think that's reasonable.

[402] Mr. Hanson: May I have just a minute, please?

That will be all, Mr. Examiner.

Trial Examiner: I notice your exhibit, Mr. Hanson, is not accompanied by a duplicate. Is it possible to get a duplicate of that?

Mr. Hanson: Yes.

Mr. Segal: We have sent for the entire issue.

Trial Examiner: Do you have any redirect?

Mr. Segal: I have a few questions.

Redirect Examination

Q. (By Mr. Segal) Mr. Mahoney, I understand in this recent negotiation Mr. Phillips raised some question on legality, is that right? A. Yes, he did.

Q. As a matter of fact, in the contract that expired in '54, was Mr. Phillips present in negotiations of that contract? [403] A. Mr. Phillips has been present at negotiations as long as I can remember, and that was prior to '54.

Q. Did he ever raise any question at prior negotiations on the inclusion of ITU laws or foreman? A. No, I don't remember any.

Q. So the first time you recall any question being raised on this was in the current negotiations by the company?

A. Yes.

[407] Q. (By Mr. Segal) Let me go to another area, Mr. Mahoney. In the Union proposal which is General Counsel Exhibit No. 2, do I understand there were proposals on priority? A. Yes, there were.

Q. Were there proposals on the foreman? A. Yes.

Q. Were there on competency? A. Yes.

Q. Jurisdiction? A. Yes.

Q. Apprentices? A. Yes.

Q. Substitutes? A. Yes.

Q. Are these matters also covered in the ITU laws? A. Yes, they are.

Q. Now, is there a provision in the proposals which provides that, if it is covered in the contract, then, of course, that governs? A. Of course.

Q. Contract governs? A. Yes.

[408] Q. (By Mr. Segal) Did you ever have a contract with the Worcester Telegram-Gazette, that is Local 165, that was not approved by the international? A. Some years ago, we did, yes. They were spasmodic, we'd have one and we wouldn't have one; and then we'd have one.

Q. (By Mr. Van Arkel) On redirect, I believe, in answer to questions which Mr. Kowal asked you, Mr. Mahoney, there was some discussion of a claim by Mr. Phillips that Mr. Lyon had insisted that jurisdiction be settled in these negotiations before other matters were discussed. Was it correct that Mr. Phillips claimed that Mr. Lyon had taken that position? A. Yes, it was.

Q. Had Mr. Lyon in fact taken that position? [409]

A. I don't remember him taking that position, Mr. Van

Arkel. As I said in previous testimony, I told Mr. Phillips that he had taken that out of context from some of Mr. Lyon's remarks.

Q. I wonder if you would explain what you meant by the language out of context as you used it before? A. Well, if I may be permitted to go back some time, Mr. LaMothe was meeting with the members of the Worcester Typographical Union scale negotiating committee, and he was taken ill, and we had been in negotiation for some number of meetings, I don't remember how many meetings; and because we had another meeting scheduled and Mr. LaMothe was not available, Mr. Lyon was sent in to substitute for him, and Mr. Lyon began to take up the subject of jurisdiction, and if I remember, this is a long time back, if I remember rightly, Mr. Lyon said we should try to resolve these things as we went along, and in the government exhibit there you will see that the jurisdiction clause is early in the proposal, and we hadn't got by that the one day Mr. Lyon was there, and he said that, because he was there merely pinch-hitting that he would prefer to resolve that thing first because he might not be back, and after Mr. Lyon left town and Mr. LaMothe came back, Mr. Phillips then kept insisting to Mr. LaMothe that, as he said, Toby put you on the hook, he said that you couldn't talk about [410] anything else but jurisdiction until jurisdiction resolved, was resolved, and each time that Mr. Phillips said it, each member of the scale negotiating committee took issue with him on it.

Q. Now, you also testified on redirect, Mr. Mahoney, that you had stated that you were not willing to negotiate the general laws of the ITU per se. Could you explain a little more for the record what you meant by your use of the expression per se? A. Well, I think perhaps, if I can explain that as briefly as possible, we were and are willing to negotiate the subject matter of any general law into the

contract, but to take the book of laws and sit down and negotiate and say we will negotiate law No. 1, whether it applies to the contract or not, we would not do that; we would negotiate the subject matter of any one of those laws into a contract.

Q. And was that statement made by you in the course of these negotiations? A. I believe it was.

Q. Now, you also testified about the negotiations which took place with respect to the clause section 3 of Article 1 of this agreement, at any time did the union or any representative of either local union or the international union state that this language would have to be adopted [411] verbatim? A. I recall none. As a matter of fact, I recall saying that we were willing to negotiate language covering the local situation.

Q. Now, I believe in one of the exhibits in which you asked the negotiations continue in September of 1957 you stated that you also wished to discuss with management some serious conditions existing in the composing room, is that correct? A. Yes, I did.

Q. Could you tell us what those serious conditions were? A. The conditions which were bothering us at that time were violation of priority rights, the refusal of the foreman to do business with the union representatives in the composing room which necessitated he and I running down to Mr. Weinrich from week to week because Mr. Madden, the foreman, refused to talk to Mr. Fitzgerald, the chairman. Now, for years and years in that composing room, the chairman was recognized as the union's representative; and Mr. Madden refused to do business with Mr. Fitzgerald, the chairman; and then, of course, I mentioned the O'Toole case where there was a violation of priority, and Mr. Madden had on a number of occasions told Mr. Fitzgerald and told me that he could do as he pleased because there was no contract, and we would also have to run to

Mr. Weinrich to say you, [412] as mechanical superintendent, will you please see what you can do to straighten this situation out; and when it became a persistent practice of Mr. Madden to do as he pleased regardless of all commitments by management or the union or all previous practices or habits, then we felt that conditions were deteriorating to a dangerous stage.

Q. You stated, I believe, Mr. Mahoney, that in the past the Worcester Typographical Union had signed contracts with the Worcester Telegram Publishing Company which were not approved by the International Typographical Union? A. Yes, I did say that.

Q. Was any sort of disciplinary action taken against Worcester Typographical Union or any of its members when that occurred? A. No, there was not.

[415]

Recross Examination

XQ. (By Mr. Kowal) This contract that you spoke about as not being approved by the ITU, when was that executed, Mr. Mahoney? A. I think around 1944 or so, '45. Again I'd have to go back over records.

[420] XQ. Just one more question, Mr. Mahoney. This business of Madden, where you say Madden had disregarded the chapel chairman, was that a cause of the strike, too? [421] A. I don't know. I wouldn't say yes or no to that. I would say that it was a contributory factor to the feeling of the men being so aroused that they voted to strike.

XQ. So it was a contributing cause? A. In my opinion.

XQ. Did you ever tell management that? A. I think yes.

XQ. When? A. I think at the conference table, and I

think in private conversation with members of management since the strike, that I told them that.

XQ. (By Mr. Hanson) Is Mr. Madden still a member of the union? A. Mr. Madden, as far as I am concerned, has never been taken from the union rolls or been discharged from membership of the union; as far as I know, he is still a member of the union.

Mr. Hanson: That is all.

Trial Examiner: Did there come a time when you [422] obtained sanction from the ITU for your strike of November 29?

The Witness: Yes, sir.

Trial Examiner: And yesterday you stated the number of employees or members that were on strike. How many journeymen were out?

The Witness: 185 journeymen, 10 apprentices.

[429] Mr. Van Arkel: Then I would like to ask Mr. Examiner, that the testimony of Woodruff Randolph and the exhibits, which were introduced in the course of his testimony in the matter of News Syndicate Company and Burton Randall and the Publishers Association of New York City, Cases 2-CA-4967, 2-CB-1769, 2-CB-1807, extending from pages 470 to 637 of that record, together with the testimony of Harry S. Duffy, in that same case, beginning at page 1071 of the record and concluding at page 1081, stand in this record as if introduced therein without the necessity, however, of physically offering the transcript and the exhibits into the record.

[432] Trial Examiner: All right, the stipulation may be received in evidence.

[454] Mr. Kowal: Sir, this morning we had a discussion about stipulating the record before Judge Aldrich in the Haverhill case as the record in the Haverhill phase here. And, after discussion and reflection, I have concluded that I am willing to stipulate that the entire transcript and record before Judge Aldrich stand for the record as to the Haverhill complaint in this case.

I have several exhibits—

Mr. Segal: Excuse me, may I interrupt.

Mr. Kowal: Yes.

Mr. Segal: Including the exhibits in that case and the offer of proof.

Mr. Kowal: The entire record, and everything else that exists. The only difficulty—may we go off the record?

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

Mr. Kowal: By the record before Judge Aldrich I mean the entire record, including all motions, all rulings thereon, and so forth. My Brothers and I have agreed that [455] certain exhibits be introduced in the Haverhill phase of this case. Some of them will be duplicates of what was already introduced before Judge Aldrich, so that we need not get these before you again.

[459] These are other contracts of local unions affiliated with the International Typographical Union insofar as the jurisdiction clauses are concerned, and we offer these for a variety of purposes; and I wonder if it might be agreeable to all parties, I think it would be a convenience to the Examiner and to the Board if the jurisdiction sections of these agreements can be copied right into the record. They are not unduly voluminous.

Trial Examiner: Rather than putting in the whole contract?

Mr. Van Arkel: Rather than putting in the whole contract, if just these paragraphs could be copied in; and, if I may, I'd like for the record to state which contracts and which sections I am offering.

Trial Examiner: All right. Go ahead.

Mr. Van Arkel: The First would be Section 2 of an agreement between Boston Daily Newspapers and Boston Typographical Union No. 13 in effect January 1, 1957, through December 31, 1958, which begins at page 2:

[460] "Section 2. Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing room work and includes classifications such as: Hand compositors; typesetting machine operators; makeup men; bank men; markup men; proofreaders; machinists for typesetting machines (whether hot-metal or photo-composition); operators and machinists on all mechanical devices which cast or compose type, slugs, or film; operators of tape perforating machines and recutter units for use in composing or producing type; operators of all photo-typesetting machines (such as Fotosetter, Photon, Linofilm units including Linofilm composer, Fotomaster, Monophoto, Coxhead Liner, Filmotype, Prototype, Typro and Hadego); employees engaged in proofing, waxing and paste-makeup with reproduction proofs, processing the product of phototypesetting machines, including development and waxing; paste-makeup of all type, hand-lettered, illustrative, border and decorative material constituting a part of the copy; ruling; photo-proofing, correction, alteration, and imposition of the paste-makeup serving as the completed copy for the camera used in the plate-making process. Paste-makeup for the camera as used in this paragraph included all photostats and prints and all photostats and positive proofs of illustrations (such as Velox) where photostats or positive proofs can be supplied without sacrifice of quality or duplication of [462] effort. The Em-

ployer shall make no other contract covering work as described above, especially no contract using the word "Stripping" to cover any of the work above mentioned.

"The term photo-proofing referred to in this section does not cover the duplication processes such as the ozalid or similar copying devices when used for other than composing room production.

"It is recognized that heretofore a certain amount of so-called pasteup from reproduction proofs of type set in the composing room was done outside the composing room but the assembly of said type was performed in the composing room as provided in Section 42. This said so-called pasteup now falls in the classification of paste makeup specified in this contract in Section 2 and will be performed under the terms of this contract as soon as deemed practicable by the Publisher and proper equipment is installed on which employees covered by this contract may perform it. It is agreed that all products of any photocomposing machines or devices shall be completely processed solely by employees covered by the terms of this contract.

"It is recognized that such machines as the Linofilm, Monophoto and Fotosetter involve different auxiliary machines and different steps toward completion of copy to the point of making plates thereof. It is agreed that each and [463] every such step or auxiliary machine is under the jurisdiction of the union.

"To the extent one Filmotype is now being used in one art department to substitute for creative art work and not as a duplication or substitute for type faces and type set in the composing room it may continue to be so used.

"Unless otherwise permitted by the reproduction sections of this agreement, no substitute operation for present methods of production of matter printed in the newspaper shall be performed outside the jurisdiction of the Union, but this in no way limits the rights of the Publishers to use

such substitute operations outside the jurisdiction of the Union for the production of matter not printed in the newspaper. Should any strike or work stoppage occur during the term of this contract, the Publishers thereby will be relieved of the prohibition against the use of the substitute processes or operations. The Union agrees, upon the request of the Publishers, to use all means within its power to provide at all times a sufficient number of employees necessary to efficiently and adequately operate the equipment of the composing room.

"Nothing in this section shall be construed as abridging in any manner the right of the Publisher, at his option, to have installations made by experts, nor to interfere with the temporary services of qualified and [464] experienced inspectors and repairmen."

The second would be Section 1 of a contract between the Knoxville Daily Newspapers and Knoxville Typographical Union No. 111:

"Section 1. Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing room work and includes classifications such as hand compositors, typesetting machine operators, makeup men, bank men, proofpress operators, proofreaders, machinists for typesetting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, or film, operators of tape perforating machines and recutter units for use in composing or producing type, operators of all phototypesetting machines (such as Fotoset, ter, Photon, Linofilm, Monophoto, Coxhead Liner, Filmotype, Typro, Hadego and Prototype) and employees engaged in proofing, waxing and paste makeup with reproduction proofs, processing the product of phototypesetting machines, including development and waxing; paste makeup of all type, hand lettered, illustrative, border and decorative material constituting a part of the copy; ruling; photo-

proofing; correction, alteration, and imposition of the paste makeup serving as the completed copy for the camera used in the plate making process. Paste makeup for the camera as used in this [465] paragraph includes all photostats and prints used in offset or letterpress work and includes all photostats and positive proofs of illustrations (such as Velox) where positive proofs can be supplied without sacrifice of quality or duplication of efforts. The Publishers shall make no other contract covering work as described above, especially no contract using the word "stripping" to cover any of the work above mentioned. In this connection it is recognized that the word "stripping" describes certain processes of the photo engravers' trade done in the photoengraving room after the camera in the photoengraving room as photographed a product sent to that department, and that the paste makeup of type, cuts and other matter as described in this section either in film or paper from phototypesetting machines (such as Fotosetter, Photon, Linofilm, Monophoto, Coxhead Liner, Filmotype, Typro, Hadego and Prototype) or reproduction proofs on paper or transparencies is composing room work to be done under the terms of this agreement before the product is sent to the photoengraving department.

"The fact that a limited amount of ads have heretofore been paste makeup by an advertiser and a limited amount of feature page and promotional paste makeup has been done in the art department shall not abrogate any of the provisions of this agreement. Until such matters may be changed without [466] jeopardizing the business of the publisher no change will be made as to said limited amount of paste makeup done elsewhere. The volume of such work shall not be increased.

"The publishers agree to supply full opportunity to journeymen or apprentice members of the union to become proficient on paste makeup and its attendant processes on ade-

quate equipment and the union agrees to supply partially trained journeymen or apprentices for that purpose."

The next would be Section 2 of a contract between the Courier-Journal and Louisville Times Company and Louisville Typographical Union No. 10:

"The jurisdiction of the Union and the appropriate unit for collective bargaining are defined as all the composing room work of the Publisher; and it includes not only the conventional and historical type of work but also all phases of photocomposition and composition by tape or card-operated composing machines.

The jurisdiction includes classifications such as hand composition; make-up; assembly; bank operation; mark-up; proofing; making of reproduction proofs or type on paper or transparencies; proofreading; correction; operation of typesetting and linecasting machines; operation of machines and mechanical devices which cast or compose type or slugs; operation of photolettering, phototypesetting [467] and photocomposing machines which produce photographic images of type on film or photographic paper (such as Fotosetter, Photon, Linotum, Monophoto, Coxhead Liner, Filmotype, Typro, and Hadege), tending, monitoring and operating machines and equipment casting type or slugs or producing photographic images of type as a result of being actuated by perforated type or cards; operation of machines which perforate tapes or cards, and the machinist function for all machines which cast or produce type, slugs, paper or film.

"Until such time as employees covered by this agreement demonstrate their competence to service, maintain and repair composing room equipment with which they are not familiar, the Publisher may use qualified persons for such work. However, employees will be allowed reasonable opportunity to familiarize themselves with such equipment.

"The Publisher shall make no other contract covering

work as described therein, especially no contract using the word "stripping" to cover any of the work described herein.

"Such composing room work of the Publisher shall be performed only by employees covered by this contract. However, nothing herein shall limit the right of the Publisher to perform any operation outside the provisions of this contract if the product of such operation is not [468] printed in any newspaper or sold commercially; nor shall anything herein limit the right of the Publisher, at its option, to have installations made by experts.

"The Publisher agrees to supply full opportunity to journeymen and apprentice members of the Union to become proficient on new composing room processes and the attendant equipment; and the Union agrees to supply partially trained journeymen and apprentices for that purpose.

"A. Insofar as phototypesetting and photocomposition are concerned, the jurisdiction included the following:

"a. The operation of photolettering, phototypesetting and photo composing machines or devices.

"b. The operation of equipment or devices for the composition, imposition, ruling, waxing, paste make-up, or assembly of photocomposed type.

"c. The operation of equipment or devices for the making of proofs of photo composed type.

"d. The processing, developing, and conversion of products derived from phototypesetting or photocomposition machines or equipment into positive or negative, opaque or transparent form.

"e. The assembly, sub-assembly, or make-up, including the combining of said product with reproduction proofs, hand-lettered, illustrative, border and decorative material constituting a part of the copy, in accordance with layout [469] and mark-up instructions, of the various components of advertisements, portions of advertisements, pages or

portions of pages of news features, or advertisements or combinations thereof. This work may include components in the form of the products of photocomposition or of reproduction proofs of metal type or of combinations of these forms.

"f. The proofreading, correction, and revision of any of the photocomposed products.

"g. The making of proofs for purpose of correction and revision and for providing editorial and advertiser proofs in the quantities required.

"h. As some paste-makeup of ads for rotogravure sections is done in the advertising department, this work will not be expanded and any increase in this work shall be channeled to the composing room.

"B. Insofar as typesetter, or other equipment casting type or slugs, or producing photographic images of type as a result of being actuated by perforated tape or perforated cards is concerned, the jurisdiction includes the following:

"a. The tending, monitoring, and operation of machines and equipment casting type or slugs or producing photographic images of type as a result of being actuated by perforated tape or perforated cards; provided that no employee shall be [470] required to tend or monitor more than three (3) such machines at one time.

"b. The operation of all machines, both keyboard and the perforating units, of the Publisher for perforating tape or cards for actuating typesetting equipment:

"Tape perforated by employees covered by this agreement and all copy received in tape 1 in over regularly leased wires of Associated Press, United Press and International News Service may be used by the employer; except that in the event tape is received over the aforesaid leased wires which constitute the writings of persons for which extra charge must be paid because of their being construed

as special or syndicated writers, then tape on such special or syndicated writers may not be used. Tape received from other sources may not be used.

"C. The Union will, at all times, use every means within its power to provide upon request a sufficient number of competent employees necessary to man the composing room and its machinery and equipment efficiently and adequately."

The next would be Section 2 of a contract between the Chicago Daily Newspaper Publishers and Chicago Typographical Union No. 16:

"Section 2. (a) The jurisdiction of the Union recognized under this contract is defined as all of the composing room work performed by journeymen and apprentices prior to [471] October 21, 1947 (with the exceptions noted in Section 2 (b) hereof) in the composing rooms of the Offices and comprises all of the work performed in the composing rooms prior to October 21, 1947, by: hand compositors, operators and machinists for all typesetting machines, saws, mitring machines, monotype and other material-making machines, for Ludlow machines, and for all mechanical devices which cast type or slugs, make-up men, bank men, proofreaders, mark-up men; bank men; copy cutters; proof press operators; and any other work performed in the composing rooms of the Offices by journeymen and apprentices prior to October 21, 1947 (with the exceptions noted in Section 2 (b) hereof), and the Offices shall make no other contract covering such work, which shall be performed only by journeymen and apprentices.

"(b) The jurisdiction of the Union also includes all work to be performed in the production of material printed in the newspapers of the Offices by:

"1) Operators of phototypesetting machines such as Fotosetter, Photon, Linofilm, Monophoto, Hadego, Coxhead Liner, Typro and Filmotype;

"2) Employees who process the product emanating from photo-typesetting machines including developing, photo-proofing, proofreading, correction, waxing or use of other adhesives, cutting and paste-makeup;

"3) Employees engaged in proofing, waxing or use of [472] other adhesives, cutting and paste-makeup with reproduction proofs;

"subject to the limitations hereinafter set forth.

"Paste-makeup is the assembly and makeup by pasting into position of: reproduction proofs of type, illustrative material when furnished to size; the product of phototype-setting machines; border and decorative material (of the kind that is maintained or produced in the composing room from hot metal or which is obtained in sheets or rolls); ruling comparable to the hot metal process such as borders, rules, boxes, column rules, etc.; proofing of the completed pasteup prior to the making of a plate, proofreading; correction and alteration of the paste-up.

"With respect to ROP color, rotogravure, and color comic supplements, employees covered by this contract shall perform the setting, proofing, proofreading, correcting of type, and the setting, proofing, proofreading and correcting of the product of phototypesetting machines, and makeup or paste-makeup of all such matter to the same operational point now performed by journeymen and apprentices in each office.

"It is agreed that the Filmotype presently located in the art department of any office covered by this contract may continue to be used for the exclusive purpose of producing a substitute for hand-lettered lines. If and when the Filmotype [473] is used to produce any other matter which appears in the publishers' newspapers, it shall be operated under the Union's jurisdiction.

"During the life of this contract nothing herein shall prevent the present practices of integrating type matter

with creative or original art work; or with shaded backgrounds, screened effects or reverse cuts; or with material such as maps, charts, graphs and diagrams to be included in the editorial content of the newspapers.

"The contracting parties recognize that prior to the effective date of this agreement there were certain existing practices under which paste-makeup work utilizing illustrative and decorative material and reproduction proofs of type set under the terms of this contract were performed by persons not covered by this contract. Those established practices were used to produce complete ads or sections of ads where the purpose of such paste-makeup was to obtain individual or structure cuts to be incorporated in advertisements to be completed by conventional metal type methods appearing in the several newspapers and in the production of promotional and "speculative advertising" material. Said page-makeup work was performed (i) by outside art studios, by advertising agencies and by advertisers; and (ii) by employees in advertising and art departments of the several offices covered by this contract. Such practices may be continued during the life of this contract subject to the program hereinafter stated. The Union does not [474] relinquish claim to jurisdiction over much of the paste-makeup referred to in item (i), and it is the intention of the offices not to encourage expansion of this practice which currently is minimal.

"When an office decides to introduce phototypesetting machines, it will notify the union 60 days in advance and within 30 days thereafter will install paste-makeup equipment for use by journeyman and apprentices covered by this contract, or paste-makeup equipment will be installed for use by said employees as soon as any ads referred to in Items 3 and 4 below are to be processed by employees covered by this contract.

"The contracting parties have compiled a list of adver-

tising accounts for whom completed pasted up ads have been produced by the Offices in the manner above described and do agree upon the following program with respect thereto during the life of this contract:

"1) Future ads to be completely made up by the paste-makeup of reproduction proofs of type for an advertiser included on the list of an office may continue to be so produced by such other persons for said Office.

"2) In the event the phototypesetting process is used to produced future ads for an advertiser included on the list of an Office, all paste-makeup work as herein provided shall be performed in said Office by journeymen and apprentices [475] covered by and working under this contract.

"3) Should any future ad for an advertiser not included on the aforementioned list of an Office be completely produced by the paste-makeup method, all such paste-makeup work as herein provided shall be performed in that Office by journeymen and apprentices covered by and working under this contract.

"4) Should any ad heretofore completely produced by paste-makeup method by persons or sources outside any Office covered by this contract be completely produced in an Office by paste-makeup method said paste-makeup work as herein provided shall be performed in that Office by journeymen and apprentices covered by and working under this contract.

"A completely pasted-up ad is one which requires no further composing room work, as herein provided.

"All composing room work as provided in this contract shall be performed only by journeymen and apprentices. The Offices shall make no other contract covering said work.

"The Office retains the right to determine the choice of methods of assembly; that is, by hot type, or by paste-makeup, or (where quality of the product, or time, or

duplication of work is a factor) by photo-engraving processes, or by any combination thereof.

"The parties hereto agree to supply to each other [476] pertinent information which may be helpful in carrying out the terms of this section and to confer relative thereto.

"(c) Janitors, metal smelters, and office boys who carry copy, cuts and proofs to, from and in the composing rooms are not covered by this contract. Office boys on the payroll of the composing rooms shall be under the supervision of the foreman. Such office boys may be used to operate news proof presses under the supervision of the foreman.

"These office boys shall have first opportunity to accept an available apprenticeship, except a machinist apprenticeship, when considered qualified by the foreman.

"If an apprenticeship becomes available which might have been filled by an office boy serving in the armed forces, he shall, if, in the judgment of the foreman he qualifies upon his return from his original period of service, be given the opportunity to begin an apprenticeship by accepting the regular or temporary apprenticeship he might have filled had he not served in the armed forces.

"If such acceptance results in a greater number of temporary or regular apprentices than is permissible under the contract, the office boy last placed in a temporary apprenticeship shall be moved back to office boy status. A total of five office boys shall be all that may be employed in one office at one time. Office boys employed [477] on news proof presses shall be paid not less than 30% of the journeymen scale."

The next would be an agreement between the Employing Printers Association of San Francisco and San Francisco Typographical Union No. 21, Section 8 of the agreement:

"Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing room work and includes classifications such as hand

compositors, typesetting machine operators, makeup men; linemen, lineup and lockup men, stonehands, proofpress operators, proofreaders, machinists for typesetting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, or film, operators of tape perforating machines and recutter units for use in composing or producing type, operators of all phototypesetting machines (such as Fotosetter, Photon, Linofilm, Monophoto, Coxhead liner, Filmotype, Typro and Hadege); employees engaged in processing the product (either paper or film) of phototypesetting machines, including development, proofing, correcting, waxing and makeup and employees engaged in paste-makeup with reproduction proofs and/or the product of phototypesetting machines. Paste-makeup is the assembly and makeup of the completed copy for the camera used in the platemaking process, including waxing or pasting ⁱⁿ position on flats; [478] of all type reproduction proofs, art work, photostats, the product of phototypesetting machines, photographs, illustrations, and hand-lettered, illustrative, border and decorative material; pen ruling; photo-proofing, correction; alteration, and imposition of the completed copy for said camera. The aforementioned photostats, photographs, and the product of phototypesetting machines will be used in paste-makeup when they can be so used without sacrifice of quality or duplication of effort. Paste-madeup copy must be complete and ready for the camera used in the platemaking process before being sent to any other department. Neither the Association nor any Employer shall make any other contract covering any of the above work classifications. No other contract shall be made using the word "stripping" to cover any of the work mentioned above in the production of the completed copy for the camera used in the plate-making process.

The contracting parties recognize that prior to the

effective date of this agreement there were certain existing established practices and labor agreements under which paste-makeup work utilizing reproduction proofs of type set under the terms of this contract was executed outside the jurisdiction of the Union. Under those established practices said paste-makeup work utilizing reproduction proofs was performed (1) by outside art studios, [479] by advertising agencies and by customers; (2) by employees in the advertising and sales departments of certain employers; and (3) by employees of certain Employers who are covered by a contract with another union. The Union agrees that work now performed under said practices may continue to be so performed during the life of this agreement. However, it is the sincere intention of the Association, the Employer involved, and the Union to cooperate to the fullest and to pursue all realistic approaches in an amicable manner to effectuate the Union's full jurisdiction as set forth in this section.

"The Employer agrees that should it become possible to do so that said paste-makeup work from reproduction proofs now executed outside the Union's jurisdiction under the aforementioned circumstances may be transferred to qualified journeymen and apprentices under the terms of this contract; provided, however, the transfer of said work must be accomplished without jeopardizing or impairing the Employer's relations with his customer. Any such work now performed by other employees of the Employer which is not now covered by contract with another union may not be so covered and when found expedient will be brought under the terms of this contract. In the transfer of any existing paste-makeup work to employees covered by this agreement, or upon the institution of the phototypesetting or paste-makeup processes in shops not now using these methods, the Employer agrees that the [480] resulting paste-makeup work and all other composing room work in

said processes will be performed by journeymen and apprentices covered by and working under the terms and conditions established by this contract. The employer also agrees in the transfer of any paste-makeup work to journeymen and apprentices under this contract to provide said journeymen and apprentices with adequate equipment and a full opportunity to become proficient on paste-makeup and its attendant processes."

The next would be an agreement between the Employing Fort Wayne Newspaper Publishers, Fort Wayne, Indiana, newspaper publishers, and Fort Wayne Typographical Union, Section 2 (b) of the agreement:

"Tape perforated by employees covered by this agreement and all copy received in tape form over the regularly leased wires of the Associated Press, United Press, and International News Service may be used by the party of first part; except that in the event tape is received over the aforesaid leased wires which constitutes the writings of persons for whom extra charges must be paid because of their being construed as special or syndicated writers, then tape on such special or syndicated writings may not be used. Tape received from other sources may not be used."

PROCEEDINGS

[No. 2-CB-1769].

[No. 2-CB-1807]

[No. 2-CB-4967]

[470]

WOODRUFF RANDOLPH

called as a witness by and on behalf of International Typographical Union, AFL-CIO, and having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. For what period of time have you been president of the International Typographical Union? A. Since July 15th, 1944.

Q. Had you been an officer of the International Union prior to that time? [471] A. Yes, I was secretary-treasurer of the International from November 1st, 1928, until July 15th, 1944.

Q. Prior to that time, had you held any office in the I.T.U.? A. I had been president of the Chicago Typographical Union for one term, chairman of the night chapel of the Chicago Daily News for several years, and chairman of the newspaper scale committee of Chicago Union No. 16 in 1923 and 1924.

Q. In that connection, Mr. Randolph, do you still hold priority with the Chicago Daily News? A. Yes, I do.

Q. Are you still carried on their priority list? A. Yes.

Q. Have you been throughout these years that you have been an International officer? A. Yes, I have.

Q. Do the by-laws of the International Typographical Union specify the conditions under which officers of the International Union may come into local situations? A. Yes.

Q. Without reading them into the record, what briefly do they provide? A. Article 19 of the by-laws provides that

in cases where there is danger of a strike, the president or his [472] proxy must visit the jurisdiction and try to arrange a settlement before the executive council would consider a request of the local union for strike sanction.

Q. 's that only at the request of the local union that the International officers can intervene in negotiations? A. Yes.

Q. Pursuant to those provisions of the laws, did you in 1948 come into New York in connection with the negotiation of an agreement with the New York commercial employers?

A. I did.

Q. Do you recall about when that was? A. In March, 1948.

Mr. Richman: May we have a definition of "commercial employers"?

Q. (By Mr. Van Arkel) Would you describe the two branches of the craft, Mr. Randolph? A. We refer to the commercial employers as being those who do what we call commercial printing or job work, magazines and similar publications, and all kinds of matter other than daily newspapers. We refer to the newspaper field as the daily newspaper field.

Q. And traditionally have collective bargaining relations in the industry drawn a distinction in the making of agreements between commercial printers and newspapers? A. Yes.

[473] Q. At the time that you entered these negotiations in New York, the Taft-Hartley Act had become law, had it not? A. Yes.

Q. Had that raised any legal questions insofar as these negotiations were concerned? A. It raised a great many legal questions.

Q. With whom did you meet in the course of these negotiations? A. I met with the joint committees of the union and the employers.

Mr. Richman: Can we have a more specific identification, please?

The Witness: The committees of the New York Typographical Union No. 6, and the Printers' League of New York City.

Mr. Van Arkel: Do you want the names of those that were present?

Mr. Richman: No; I just wanted the two groups.

Q. (By Mr. Van Arkel) At some point in the negotiations, did any outside party enter? A. At one time, in an effort to avoid what appeared to be an impending strike, Theodore Keehl, then holding a position of some kind in the office of the Mayor of the City of New York, intervened and asked to be of help in conducting negotiations in his office.

[474] Q. Were those services taken advantage of? A. Yes. We did meet in his office, and it was during the meeting so held that the Printers' League and the Union tentatively agreed on contract provisions other than wages and hours.

Q. Was the employers' group advised by counsel in those negotiations?

A. Yes, they were.

Q. Did much of the discussion turn on the legal issues which had been raised by the Taft-Hartley Act? A. That is true, yes.

[475] Q. Did you finally succeed in arriving at an agreement which the Printers' League and you felt to be a lawful agreement? A. That's right, we did.

Q. I would like to show you this document marked "Scale of Prices for Book and Job Work," effective April 19th, 1948, and ask you if that is the agreement that finally resulted? A. It is.

Mr. Van Arkel: I would like to call the Examiner's spe-

call attention at this point in the record to Section 4 of this agreement, found on page four, [476] particularly the definition of journeyman contained at the bottom of page four and at the top of page five.

Q. (By Mr. Van Arkel) Mr. Randolph, subsequently did you again have occasion to come to New York in connection with negotiations with the newspaper proprietors? A. Yes, I did.

Q. Was that in that same year? A. That was in the same year.

Q. Do you recall when? A. Approximately in July.

Q. Was that pursuant to the same provisions and by-laws that you previously referred to? A. Yes.

Q. You came in at the request of the local union to help adjust the difficulty? A. Right.

Q. Could you tell us who the representatives were with whom you dealt? A. The New York Publishers' Association, or the Publishers' Association of New York City, and the scale committee of the New York Typographical Union No. 6.

Q. Were they also advised by counsel? A. They were.

Q. Did they make any objections to any provisions which had been contained in the earlier commercial agreement that [477] had been arrived at? A. They found some objection to one of the qualifications for journeymen—the recognition of journeymen printers.

Q. Do you recall what that was? A. As I recall, the commercial contract provided the automatic recognition as a competent printer any member of the International Typographical Union.

The New York Publishers' committee felt that even that automatic recognition of competency might be objectionable, and therefore they didn't want it in the contract, so that particular section, or those few particular words, were eliminated from that section.

Q. I would like to show you a photostatic copy of a document headed "Scale of Prices, Newspaper Branch, New York Typographical Union No. 6, August 9, 1948 to September 24, 1949," and ask you if that is a copy of the agreement that was arrived at with the New York City Publishers' Association. A. It is.

[478] Q. (By Mr. Van Arkel) Prior to this time, Mr. Randolph, had there been an injunction action instituted by the General Counsel against the International Typographical Union and its officers? A. There was.

Q. Had an injunction been issued? A. Yes.

Q. After the New York agreement was entered into which you have just identified, was a contempt action brought under that injunction? A. Yes, a contempt action was brought against me.

Q. In what Court? A. In Federal District Court in Indianapolis.

Q. Was the legality of the New York Publishers' agreement which you just identified challenged in that proceeding? [479] A. It was.

Q. (By Mr. Van Arkel) After the injunction had been issued, Mr. Randolph, did the International Typographical Union cause to be distributed to its local unions certain instructions and advice? A. It did.

Q. I show you a document with the heading of the "International Typographical Union, Instructions and Advice [480] issued pursuant to the Injunction," and ask you if that is the document you refer to. A. It is.

[481] Q. (By Mr. Van Arkel) Before these instructions and advice were mailed to subordinate local unions, Mr. Randolph, had they been approved by representatives of the General Counsel of the Board? A. They had.

Mr. Van Arkel: I call the Examiner's attention particularly to those provisions dealing with "Jurisdiction, Union Foremen, Competency," contained in these instructions.

Q. (By Mr. Van Arkel) In the meantime, had the Labor Board also issued a complaint on charges filed by the American Newspaper Publishers' Association against the I.T.U.?

A. Yes, it did.

Q. In particular, was one of those cases tried before Trial Examiner Leff? A. Yes.

Q. Do you recall that he issued an intermediate report with respect to those charges? A. I do.

[483] Q. (By Mr. Van Arkel) Subsequent to the conclusion of that litigation in the Court of Appeals, Mr. Randolph, were new charges filed against the International Typographical Union by the American Newspaper Publishers' Association? A. They were.

Q. Do you recall about when that was? A. I think it was around 1951.

Q. Did those charges undertake to challenge the legality of the clauses contained in the New York Publishers' [484] Association agreement which you have identified?

Q. (By Mr. Van Arkel) What action was taken finally on those charges, Mr. Randolph? A. They were dismissed without a hearing.

[485] Q. (By Mr. Van Arkel) Since about 1948, Mr. Randolph, have the clauses contained in the New York Publishers' Association agreement been generally used throughout the United States? A. Yes.

Q. During the period since 1951, have any contempt charges been brought against the I.T.U. asserting that the use of these clauses violated the injunction which had been issued? A. No.

Q. Have attorneys for Publishers and others generally agreed that these clauses were lawful? A. Yes.

Q. The agreement that you identified, that covered the printing end of the business, did it not? A. Yes.

Q. Have similar clauses been used in agreements covering mailer members of the International Typographical Union? A. Yes.

Q. In general, has the I.T.U. followed the same legal [486] standards whether it was dealing with printers or mailers or the commercial end or the publishing end of the business? A. Yes.

Q. (By Mr. Van Arkel) Has the I.T.U. generally counseled its subordinate unions to employ the same clauses or closely similar clauses in agreements, whether or not they covered the printing or the mailing branch of the trade, and whether they covered commercial or publisher agreements? A. We have:

Q. One of the clauses in this agreement, Mr. Randolph, is that clause which provides for a joint union-employer determination of competency; is that correct? A. That is correct.

Q. In general, are the crafts in printing and mailing skilled crafts? A. Yes.

Q. Do both of these crafts require a degree of competency? A. Yes.

Q. Do printers and mailers operate as a team? A. I don't understand just what that means.

Q. Let's first talk about a composing room. Suppose [487] you have in a composing room a certain number of men to turn out a certain amount of work. A. All right.

Q. If one of those men isn't competent to do the work, does that mean that the other persons then have to do it for him? A. They have to do it; the paper must get out.

Q. Does this give the members of the International Typographical Union an interest in seeing to it that they work with competent people? A. It most certainly is.

Q. Are there other reasons why either the members of the International Typographical Union or the subordinate unions of the I.T.U. are interested in seeing to it that competent men are employed in the trade? A. We not only want to see that they are competent in the trade processes, but that they have the proper amount of education, that they have good character, and are in good physical condition.

Q. Does the I.T.U. interest itself in the training of apprentices? A. Yes; extensively.

Q. Would you describe how? A. I have under my direction a Bureau of Education in Indianapolis that provides a correspondence course of [488] of training to some six thousand apprentices at this time. The course of training will usually stretch over a period beginning with the second year of apprenticeship and usually last until the fifth or sixth year.

The lessons are practical, and they are worked out by the apprentices in the shops, with the assistance of journeymen where necessary, and the product is sent to the Bureau of Education, graded, and returned to a local apprenticeship committee so that it may see the progress the apprentice is making and see that he keeps up to the standards we set.

Q. Do local unions also have apprenticeship committees? A. Yes.

Q. Do they have joint apprenticeship committees with employers? A. Yes, they do in the larger jurisdictions.

Q. Is it part of their duty to see to it that apprentices learn all branches of the trade and become proficient as journeymen? A. Yes, it is.

Q. There has been testimony here, Mr. Randolph, about various categories of employment, such as situation holders, substitutes, and so on. Could you tell us what a situation

holder is briefly? A. The terms "situation holder, substitute, extra" have [489] a remote beginning in the I.T.U. From the earliest days—and this goes back over one hundred years—there was only the situation holder, in a newspaper particularly, who had a situation seven days a week, and he was variously termed a situation holder or a regular.

If at any time he wanted to get off for a day, it was his obligation to the employer, and enforced by the union, that he supply a substitute for that day.

The industry at that time was all hand-set type, and a regular was assigned a set of cases, caps and lower case, out of which he set type for the night or day that he was employed.

He would return during the opposite shift on his own to distribute the type which he would set up on the next day. He wouldn't get paid for distributing the type.

Q. By "distributing type," I take it you mean to disassemble the type and put it back in the cases? A. That's right.

So that his choice of a substitute was based upon his knowledge of the ability of the substitute to distribute type cleanly, as they referred to it, because that determined how much correcting he might have to do himself when he returned to work if his case was dirty.

In those days there was a list put up of substitutes who were competent to work in that office. The foreman put [490] up such a list and the regular's choice of the substitute was from that list.

As the union adopted a six-day week, the situation holder had to put on a sub one day a week, besides any day he might want to get off. That led to the charge of discrimination as against union people by virtue of having a selected list of people who might accept work, so that the union abolished the sub list as put up by the foreman, making each member eligible to go in and accept work in any union shop.

The terms "regular" and "substitute" thus were anchored then and anchored today to a competent journeyman.

As the union began making contracts with employers along about in the 80's, the situations were changed to the six-day situations, and each man was not required to put on a sub for a day, but that the situations were distributed over more regulars.

The practice after the abolition of the sub list was to put up, beginning at least in 1892, the putting up of a priority list so that there would be no discrimination against union men in the filling of situations.

In other words, those who made themselves available regularly for extra work given out by the office, or subbing, were discriminated against on the basis of friendship, religion, or politics, or anything else that might come up, and the [491] union decided the foreman shouldn't have that amount of authority, so the priority law adopted in 1882 is basically the same today although it has been changed a little here and there.

The oldest sub in priority order is the one eligible for the first vacant situation.

Q. By "oldest," I take it you don't mean oldest in age?

A. No; the one who had been showing up the longest period of time.

Now, the word "substitute," as I say, is anchored directly to a journeyman who is available either to be hired by the regular for any day he wants to be off, or be hired by the office, the foreman, for work needed to be done. So that the substitute who is a journeyman may be working as a substitute for another regular on one day, and he may be working as an extra for the office on another day.

Bear in mind that these are still all journeymen printers. The union recognizes only journeymen and apprentices as classifications; and in our contracts, including No. 6 Mailers

and Printers, it is right in the contract that only journeymen and apprentices shall be recognized as the classifications.

Q. As the industry has changed and grown, and the size of the metropolitan newspapers has increased, has it become necessary in the printing and mailing trades, or in either [492] of them, to provide at times for additional classes of employment? A. As the industry has grown and specialization has set in, it has been impossible that any one man learn the entire composing room scope of activity. He couldn't learn to run a linotype or to run a monotype or learn to be a machinist, learn to be a easterman on the monotype, a proof-reader, a floor man, and all of the various classifications of a complicated trade.

Our apprentice system takes under consideration the teaching of the basic trade, what we commonly term a floor man, in addition to some one machine that the apprentice must learn during his six years.

It may be a linotype machine or a monotype machine or some other type of machine. Some may be required because of a particular kind of a shop they are; a specialty shop, for instance, they may not learn a machine at all, but they may learn, besides the basic floor work, proof-reading, copy preparation, and perhaps some other specialized line, and there are many.

In this specialization that has come to us, we have successfully found ways to operate our priority system, our principal priority system, without difficulty.

Q. Particularly at the mailing branch of the trade, is it characteristic that there are certain nights of the [493] week when vastly increased numbers of persons are needed to get out the paper? A. Yes. It is a common difficulty to be met with throughout the newspaper field. The Sunday paper is usually of tremendous size, and besides perhaps a Saturday paper, there is a great deal of the Sunday paper

produced and partially prepared for distribution on Friday and Saturday nights which swells the need on those two nights for a greater number than the union is capable of adequately supplying by way of journeymen.

Q. Who are these people in general? A. In some places they will try to cover them with journeymen and work double-headers on Friday and double-headers on Saturday, which becomes very burdensome. But on most of the papers, the union realizes that it couldn't hold enough journeymen in the city to take care of two nights a week only.

It has been generally the practice in all but a few jurisdictions that most any kind of help that could be had was tolerated with the help of the journeymen on Friday and Saturday night so that the paper might be gotten out.

Sometimes it is college boys that need the money for an education; sometimes it is relatives of journeymen; sometimes it is people they scoop up anyplace they can get them to do the more laborious tasks in the mailing room to [494] help get the paper out on Friday and Saturday nights.

Q. Is it true that in both the composing and mailing rooms it is necessary to have a certain corps of men who among them have all the basic skills that are necessary to the efficient operation of the composing room and the mailing room? A. That is true.

Q. Are they generally the group that constitute what you described as the situation holders? A. Yes.

Q. Who may be augmented from time to time by people of less skill who work under the direction of the situation holders? A. That is true mostly in the mail room; there are some in the composing room.

Q. Does the International Typographical Union also attempt to teach journeymen other branches of the trade? A. Yes. We have a training center in Indianapolis for journeymen only that costs us a tremendous amount of money and effort, whereby we are trying constantly to teach journey-

men related processes brought into the industry by way of evolution, the new inventions that come out to either supplement or take the place of standard composing operations.

We try to teach them there, and we have the machinery there, and we keep them up to date on the evolution of the [495] trade.

Q. Is this with the objective of supplying the industry with people competent to work on all processes involved in the printing and mailing trades? A. Yes.

Q. Have printers and mailers had a tradition of mobility at their craft? A. Yes. That has been one of the biggest factors of satisfaction both to employers and to our members, because any member may at any time request of the local secretary a travelling card. If it given to him on payment of his dues.

That travelling card permits him to go to any city in the United States or Canada where we have a union, deposit that travelling card, and be given a working card, and proceed to work in any shop that needs his help.

That practice of keeping journeymen on an even keel in competency and training pays off to the employer, because the force is thus mobile, and business may be poor in one city and journeymen printers take travelling cards and go to another city where there is work and fill in without any difficulty to follow the work.

It is a mobility of force, and it is the choice of the environment by the printer.

Q. When a person with such a travelling card goes into [496] a new town, does he then go to the foot of the priority list at the particular establishment where he might seek work? A. Yes, he does.

Q. He then has to take his chances on getting work as it becomes available, like any other person? A. That's right.

Q. Throughout these agreements that you have identified, Mr. Randolph, and the current agreement, the words "journeymen" and "apprentices" frequently appear.

What is the definition which the International Typographical Union has given to those words "journeymen" and "apprentices"?

Q. (By Mr. Van Arkel) Mr. Randolph, the term "journeyman apprentice" as used in the agreements in evidence, or the [497] other documents put in evidence here, do those words mean only members of the International Typographical Union? A. No.

Q. What do they mean?

[498] Trial Examiner: Where is the part you say would require journeymen to be members?

Mr. Richman: It is not in the contract per se, but the general laws, in Section 10 of Article 5 on page 115 of General Counsel's Exhibit 4, indicate that.

Trial Examiner: Your question is what?

Mr. Van Arkel: My question is: What do the terms "journeymen" and "apprentice," as used in the agreements which are now in evidence and in the other documents which have been identified by the witness, mean.

Trial Examiner: I will let the witness answer the question.

A. The term "journeyman" means anyone who is found competent to perform the work of a journeyman, and an apprentice is one who has been formally registered as an apprentice and is subject to the training period that will [499] eventually cause him to become a journeyman.

Q. Does it have any reference to union membership or non-membership? A. It does not.

Q. You have identified here, Mr. Randolph, the agreement with the New York Publishers' Association, which

agreement provides for the setting up of a joint employer-union committee on competency.

Are you familiar with the practice that has been pursued under that agreement in New York City? A. Yes.

Q. What has that practice been? A. It provides the following out of the procedure mentioned in the contract, and the first provision of it involves the testing of competency of those who claim to be journeymen and seeking work in the composing rooms.

Since the agreement was first made, there have been some fifty applicants who were non-union men claiming to be journeymen and seeking work. Of the fifty, approximately half passed the examination at the school maintained by the employers and the union, and of that half they all made application to join the union.

The union accepted all but three. All three appealed to the executive council of the International Typographical Union, as is permitted under our laws, and the council [500] reversed the local union on two of the cases and they were therefore admitted. The third had committed a crime against the union that is hardly forgivable, and the local union refused to accept him as a member, and the council sustained the local union's action.

However, that individual is still working, and began working immediately after he passed the examination and is still working in a union shop in the city.

Q. As a journeyman? A. As a journeyman.

Mr. Richman: Might I inquire whether we are talking about mailers now or people in the New York Typographical Union No. 6?

Mr. Van Arkel: We are talking about the operation of these clauses of these agreements.

Mr. Richman: Which agreement specifically? We are dealing here with the Mailers' contract.

Trial Examiner: Does your answer have reference to the operation of the agreements in evidence now?

The Witness: Yes. I am speaking particularly of the Typographical agreement, and undoubtedly will speak about the Mailer agreement as I am asked.

Trial Examiner: Any further clarification you can bring out on cross examination.

Mr. Richman: Yes; but when we talk of agreements, I [501] would like the record to show which ones we are referring to.

Q. (By Mr. Van Arkel) Did any of the twenty-five persons who failed to pass this competency test, Mr. Randolph, lodge any complaint that the examination was unfair, or that they had been discriminated against in any way? A. None did.

Q. These were all non-union men, who you say took this examination? A. Yes.

Q. By whom was this examination given? A. It is given by the instructors of the school that is maintained for the training of apprentices on machinery. The school is maintained by the employers of both the newspaper and commercial fields, and the several unions in the printing crafts in conjunction with the City of New York.

Q. Is the examination that is given these applicants for work the same examination that apprentices are required to pass in order to become journeymen members of the I.T.U.? A. Yes.

[503] Q. (By Mr. Van Arkel) Mr. Randolph, does the agreement in evidence with Mailers' Union No. 6 contemplate the same type of procedures as you have described with reference to the contracts covering the printer members of the I.T.U.? A. Substantially so, yes.

[504] Q. Mr. Randolph, you previously identified the in-

structions and advice which were issued pursuant to the injunction.

Specifically, do those instructions provide, "The following clause is not prohibited by the decree: It is agreed that all foremen of composing rooms shall be members of the union in good standing"? A. Yes.

Q. Were you advised at the time these instructions were issued that this particular injunction had the approval of the office of the General Counsel? A. Yes.

Trial Examiner: You are referring to Intervenor's Exhibit No. 3?

Mr. Van Arkel: Yes.

Q. (By Mr. Van Arkel) At the time that these instructions and advice were issued, did the oath of membership in the union require that union members accord a preference to other members of the International Typographical Union in employment? A. Yes.

Q. Was that matter litigated in the cases which we have been discussing? A. Yes.

Q. Subsequently, was it then alleged that this required discrimination in hiring? [505] A. It was.

Q. Subsequently was that changed? A. It was changed.

Q. Do you recall when it was changed? A. I think in 1953; but subsequent to that, while the litigation was in progress, we sent out instructions that such an obligation on the part of foremen or members did not apply because of the Taft-Hartley Law.

Q. I would like to show you this little pamphlet headed "Changes in the Laws Adopted by the 90th Session of the International Typographical Union," and specifically, at page thirteen thereof, the paragraph beginning at the bottom of the page.

Is that what you had reference to? A. Yes.

[506] Q. (By Mr. Van Arkel) Mr. Randolph, I note that the matter which you have identified is included in the report of a committee on collective bargaining policy.

Would you tell us what the committee on collective bargaining policy is? A. It is a committee appointed by me at each convention over which I have presided since 1947. The function of the committee is to keep abreast with everything that has transpired in our relations with the employers, and particularly with respect to the legality of any such relations.

Q. Was this report submitted to the 90th Convention of the International Typographical Union? A. It was.

Q. Was it adopted by the delegates to that convention? A. It was.

[507] Q. (By Mr. Van Arkel) As amended, Mr. Randolph, was the oath of obligation that which presently appears in Article 12 of the constitution? A. Yes.

Q. That is already in evidence; is that correct? A. Yes.

Q. Under the practice of the International Typographical Union, I believe it is customary, as has been testified to here, to include in contracts a clause that matters not covered by the contract shall be covered by the general laws of the I.T.U.? A. That's right.

Q. Any particular general laws? A. No. The general laws of the I.T.U. provide certain maximums, minimums and certain directions to accomplish things by contract and certain restrictions on the work day and so on that have been over the years the minimum conditions under which a union shop will operate.

Q. I will come to that in a moment, Mr. Randolph. Specifically, I take it, however, that since 1953, the oath of obligation of membership has contained no provision requiring members to give preference in employment to

other members of the International Typographical Union?

A. That's right.

Q. Has it been traditional in the printing industry and in the mailing industry that foremen be members of the union?

A. Yes.

Q. From your experience, what, in your judgment, is the reason that this has been traditional? A. Besides just having begun that way, it is necessary for the satisfaction of the union that the one man who directs them knows the craft, and that he is not prejudiced against [509] union people, and that when his judgment is exercised—for instance on discharging our people—they will feel that it was by someone who knows what he is doing instead of doing it through prejudice.

Q. Is it an important part of the foreman's duties that he be familiar with the general laws of the union? A. It is, indeed.

Q. Under the practice that is followed in composing and mailing rooms, does the chapel chairman take up any asserted violations of the contract with the foreman? A. Not in the last half-dozen years. He used to do that, but now he reports to the president of the union any violation of law or contract that he observes, and then it is up to the president of the union to try to straighten it out if anything is wrong.

Q. With the foreman? A. With the foreman initially, and if not, with the employer.

Q. In order for a foreman to discuss these matters intelligently with the president of the union, is it necessary that he have some knowledge of the general laws of the International Typographical Union? A. He should not only have a knowledge of them, but their historic significance, and he is in a position where psychology plays a large part in how everyone gets along. [510] A union man simply could not be happy working for a non-union

foreman who they know is anti-union because he is non-union.

Q. Has it also been tradition in the industry that the foremen are entrusted with the responsibility of doing the firing and hiring? A. That is correct.

Q. Has the I.T.U. in these last years sought and obtained contract clauses providing that the foreman shall do the hiring and firing? A. Not only in the last few years, but it is historic.

Q. What, in your judgment, are the reasons why this responsibility in the printing trade has been given to the foremen? A. It is from both angles. In the first place there is one authority to be responsible, and that one authority is between the men and the employer, and there is no passing the buck. As the employer's representative, he hires and fires; therefore, the employer is responsible for his acts.

Not only that, but the employer has generally recognized not only the fact that one man should have the responsibility, but that he be a union man.

Q. Did the order of the Board which was enforced by the Court of Appeals contain a provision forbidding the I.T.U. from restraining or coercing employers in the selection of [511] foremen? A. Yes.

Q. Has it ever been asserted that the I.T.U. has been in contempt of that decree? A. No.

Q. To your knowledge, has it ever been necessary, or has any subordinate local of the I.T.U. attempted to restrain or coerce employers in the selection of foremen?

A. No.

Q. Have employers generally been willing to hire union foremen, and to give them the task of hiring and firing?

A. Yes.

Q. (By Mr. Van Arkel) Would these matters be called

to your attention if they occurred, Mr. Randolph? A. There hasn't been any that occurred. Our old history is grounded in the fact that the foreman is the one to hire and fire. Our members have even been disciplined for going over the head of the foreman to somebody in the office.

Q. There has been reference made here, Mr. Randolph, to the clause which appears in the contract between the [512] Publishers and Mailers' Union No. 6 in Section 24, which I would like to read to you.

"It is understood and agreed that the general laws of the International Typographical Union in effect June 1, 1957 not in conflict with this contract or with Federal or State law, shall govern the relation between the parties on conditions not specifically enumerated herein."

First, has such a clause been the usual practice over the years in agreements between subordinate local unions and employers? A. That clause has been in its present form generally since the Taft-Hartley Act was adopted.

Q. Prior to that time, had a similar clause been contained in agreements? A. Yes, without reference to the civil law, because there wasn't any at that time.

Q. To your knowledge, when did such a clause first come into general use? A. In 1948.

Q. I mean the prior clause? A. That was just one of those things that was historic in itself. To understand that, I may point out that in the earlier days there was no collective bargaining. Our union is over 105 years old, and at that time there was no [513] collective bargaining.

The union simply adopted a scale of prices which its individual members would enforce individually wherever they worked, and they would receive so many cents per thousand of type, or they didn't work. The laws of the union, including the scale of prices, was the complete and total scope of their wages and working conditions.

As the industry grew, as it became more specialized, and

the linotype machine was invented, the business became of such a volume that it was to the interest of the employers to have a more stable scale of prices than at the will of the union simply to change it at a union meeting.

They requested the union to agree that certain scales would be in effect for a given time in order to enable them to conduct their business more orderly and be assured of their costs.

So along in the early days when the processes of collective bargaining began, there were very few regulations besides the operation in the composing rooms of union laws governing their working conditions and regulating each other in the shop.

The gradual addition of more and more sections to a contract prevailed and kept growing because of the growing of the industry and the diversification of the industry into different fields.

[514]. So that in the matter of stable conditions, which were good for the union as well as the employer, more and more working conditions were set out in the contract, but always, throughout our entire history, the laws of the union were accepted as governing the working conditions other than those specified in the contract.

Now, that brought about many complaints about law books so thick we don't know what is in it, so in 1931 we—

Q. Recodified? A. More than that. What we did was to separate from the book of laws such sections as had anything to do with working conditions, and it might be in any way affecting an employer's interest.

We put in the constitution the basic and fundamental laws; in the by-laws, the more numerous laws applying to our internal operation. In the general laws, only those things that governed wages, hours, working conditions, to which we ask employers to subscribe as being the essence of the union shop.

The general laws were found to be a very small number of pages out of a two-hundred-page book, and it is easily identified and easily kept track of.

They represent in part those things which have already been established by collective bargaining, and if a law is changed, it means that a basic and fundamental change [515] is made, that the union will insist on getting in the remaining contracts after it has been largely established already in other contracts.

In addition, the general laws has a number of directions to local unions to propose in their proposals to employers, certain kinds of improvements which they hope to get, and obviously if they ever accomplish it on a large scale, then instead of proposing it, they might say that no contract hereafter shall be signed without that in it.

That is one of the ways in which progress is made slowly instead of disastrously in an attempt to be quick about it.

Q. How are the laws of the union adopted, Mr. Randolph? A. A constitution may be adopted only by referendum vote or changed only by the referendum vote. By-laws may be made by convention or by referendum vote. The general laws may be made by convention or by referendum vote.

The membership retains the authority to change any law by a referendum vote, and a referendum vote may be called by 150 subordinate unions petitioning for a vote on any change.

If that proposed change is in proper form, the officers have to submit it to a referendum vote and the membership specifies as to what the local laws are to be.

Q. How frequently are conventions held? [516] A. Every year, except for war or pestilence or something.

Q. How are the delegates to the convention selected? A. By referendum vote by the members of each local union.

Q. Is it correct, then, that the general laws of the union may be changed only by the vote of the delegates at a convention, or by secret referendum ballot of all the members? A. That's right.

Q. I take it a change in the law does not mean that that is automatically put into effect, does it? A. No.

Q. The employers still have to agree to or consent to the change that is thus made by the law? A. That's right.

Q. If they won't agree, I suppose the union's only remedy is to strike to get that change? A. That's right; or go along without it.

Q. This clause which I have read to you states, "in effect January 1, 1957."

Has it been general in these clauses to apply those laws as they may have been at the time the agreement was entered into? A. I don't understand you.

[517] Q. I say, is it the custom usually of these clauses to provide that the laws as they exist at the time the agreement is entered into shall be applicable? A. During the life of that contract, yes.

Q. And then, if there is a subsequent contract, that date might be changed? A. Right.

Q. I note that this contains a provision that the laws of the International Typographical Union shall not be submitted to arbitration.

Has such a clause been common? A. It has ever since approximately 1900. Its origin is in the fact that in 1901 there was an International arbitration agreement entered into between the International Typographical Union and the American Newspaper Publishers' Association whereby local unions and publishers in any given city might arbitrate their differences over wages, hours, and such working conditions as were not governed by the general laws of the union.

In order to prevent any change by an arbitrator's whim

of those conditions, it was agreed that the laws of the union won't be subject to arbitration.

Mr. Richman: By "laws," Mr. Van Arkel, are you referring to all the laws or the general laws?

The Witness: In those days, it was all the laws, [518] because we hadn't separated them; we found them scattered through. But since 1931, it has been the general laws.

Mr. Richman: Thank you.

Q. (By Mr. Van Arkel) Do all the general laws of the International Typographical Union, Mr. Randolph, have a valid scope of application? A. Undoubtedly.

Q. (By Mr. Van Arkel) Are you a member of the bar, Mr. Randolph? A. Well, I don't know how to take that. I was given one of those certificates that says I might practice law in Illinois back in 1921. It is very technical as to whether I ever practiced law or not. I suppose I could be sent to jail if I didn't have the certificate because I did have one paying client.

I earned my living at the printing business, and therefore the major point is that I am not a lawyer, but I have been accused of being one and I have sometimes said that I had lived it down.

[519] Q. You have never been disbarred or suspended, in any event, Mr. Randolph? A. No.

Q. Does the I.T.U. have subordinate local unions in Canada? A. Yes.

Q. Is there, so far as you are aware, any legal impediment to the application of the laws of the I.T.U. in Canada, all of the laws? A. There is no impediment.

Q. Does the I.T.U. have members who are employed in enterprises which don't affect interstate commerce? A. Yes.

Q. Are there, so far as you are aware, any legal impediments in most states of the union to the application of all

of the laws of the International Typographical Union in those shops? A. No.

Q. You testified, Mr. Randolph, that there had been a change made in a clause which I read you from Section 24 of Mailers' Union No. 6 after the passage of the Taft-Hartley Law.

What was that change? A. What section is that?

Q. Section 24. I will show it to you.

[520] Trial Examiner: Are you referring to a specific exhibit?

Mr. Van Arkel: Yes; General Counsel's Exhibit 3, Mr. Examiner.

The Witness: What is the question?

Q. (By Mr. Van Arkel) The question is this:

Was the change made in the clause after the passage of the Taft-Hartley Act? A. Yes.

Q. What was ~~that~~ change? A. The addition of the words "not in conflict with this contract or federal or state law"; particularly the words "not in conflict with federal or state law."

Q. I show you, Mr. Randolph, a document headed "Agreement between Publishers' Association of New York City and Mailers' Union No. 6, Effective May 7, 1946," and ask you to examine Section 25 of that agreement.

(Witness examines document.)

A. Yes, sir.

Q. Would you read into the record the language of that clause? A. Section 25: "Both parties agree that their respective rights and obligations under this contract will ~~have been~~ accorded by the performance and fulfillment of the terms and conditions thereof, and that the complete obligation of [521] each to the other is expressed herein. It is understood and agreed that the general laws of the International Typographical Union in effect January 1, 1945, not in conflict with this contract, shall govern rela-

tions between the parties on conditions not specifically enumerated herein."

Q. Was that the type of clause which was used before passage of the Taft-Hartley Act? A. Yes.

Q. Subsequent to the passage of the Act, was the clause that was used similar to the one in General Counsel's Exhibit 3? A. That's right.

Q. Mr. Randolph, you have already identified as Intervenor's Exhibit 4 the changes in the laws which were made at the 1948 convention of the International Typographical Union.

I call your attention to the language: "The executive council, with the approval of your committee, has made it clear generally that only those union laws not in violation of the Taft-Hartley Act or State Anti-Labor Statutes are recognized as valid by not asking that any matter be governed by union laws which are in violation of any Federal or State Law."

I will ask you simply this:

Was that report of the committee on collective [522] bargaining policy adopted by the 1948 convention? A. It was.

Q. I call your attention again to the book of laws, Mr. Randolph, particularly to Article 14 of the general laws.

I wonder if you would be good enough to read into the record the provisions of Article 14 of the general laws. A. Article 14, Public Law, Section 1: "In circumstances in which the enforcement or observance of provisions of the general laws would be contrary to public law, they are suspended so long as such public law remains in effect."

Q. Can you tell us when that change in laws was made? A. I think around 1952 or 1953, I am not certain.

Q. I show you the Typographical Journal for September, 1953, particularly page 80-S, and ask if you would

read into the record the material appearing under proposition No. 134.

First, let me inquire, Mr. Randolph: Does that contain the report of the proceedings of the convention of 1953? A. It does.

Q. Is that what you are now reading from? A. Yes.

"Partial report of the committee on laws, Proposition No. 134 by the committee on laws. Amend general laws by adding new Article 14 in italics as follows: Article 14, Public Law, Section 1: In circumstances in which the [523] enforcement or observance of provisions of the general laws would be contrary to public law, they are suspended so long as such public law remains in effect. Committee reports favorably with the following comment approved by the committee on collective bargaining policy. The report of the committee on proposition No. 134 was adopted."

Q. Does that mean that that became part of the general laws of the International Typographical Union? A. It does.

Q. Turning to page 79-S, Mr. Randolph, I wonder if you would read just this one paragraph from the report of the committee on collective bargaining policy. A. "Your committee reports favorably on Proposition No. 134, referred to it by the committee on laws. Our right to adopt laws and to insure means for their enforcement has been upheld by the Courts, but under Federal and State statutes and outstanding decrees, the enforcement or observance of certain laws under some conditions may constitute a violation of law or a decree. This proposition makes it clear that in such circumstances the enforcement or observance of such general laws is suspended."

Q. Mr. Randolph, has the International Typographical Union undertaken to distribute to subordinate local unions sample constitutions and by-laws for such use as they might

care to make of them? [524] A. Yes, principally for new unions.

Q. I show you such a document with a flyleaf attached, and ask if that is the document that you distributed to such local unions. A. Yes, it is.

Q. (By Mr. Van Arkel) Mr. Randolph, I have another copy here of a booklet headed "Sample Constitution and By-Laws."

Is that another form of the same document? [525] A. Yes, it is.

[526] Q. (By Mr. Van Arkel) Mr. Randolph, did you cause to be distributed on or about December 18th, 1950, a document headed "Important Notice to Officers and Scale Committees of Subordinate Unions"? A. Yes, sir, I did.

Q. Is the document which I have just handed you a copy of that notice? A. Yes.

Q. Was it, in fact, distributed to all officers and scale committee members of subordinate unions? [527] A. And all chapel chairmen.

Q. (By Mr. Van Arkel) Under the by-laws of the International Typographical Union, Mr. Randolph, or under any of its other laws, are you or is your office required to review contract proposals and contracts before they are made final? A. Yes. Local unions must send to my office any proposed contract for review before they are presented to employers in order that we can screen it and keep it in accordance with our own laws and with civil law.

[528] Then, after negotiations they must again submit it for screening to see that it is still in compliance with our laws and with civil law before they may finally agree to it and sign it with the employer.

Q. Has your office, in fact, done that since the passage of the Taft-Hartley Act? A. It has done it since and before.

Q. Have changes been made in contract proposals or in contracts because in your opinion, or in the opinion of those on your staff, they contained provisions which were contrary to the terms of the Taft-Hartley Act? A. Yes.

Q. Is that one of the purposes for review? Is that one of the reasons for reviewing such agreements? A. Yes.

Q. Particularly since the order of the Court was entered by the 7th Circuit, has this, in your judgment, been something which was required in order to make certain that that decree was complied with? A. Yes.

Q. Would it be possible for the I.T.U. to spell out exactly what laws of the I.T.U. might be validly applied, and under what circumstances? A. No.

Q. In practice, you have identified now various [529] instructions that certain laws of the I.T.U. mean that certain additions might not be applied.

In practice, how is that matter taken care of, if you know? A. Say that again.

Q. I mean, what is the practical way by which this instruction that laws of the I.T.U. are not to be applied where they would conflict with federal or state law? How is that practice handled? A. Bearing in mind the fact that at the beginning of the operation of the Taft-Hartley Law every union had to submit its proposed contracts for review—bearing that in mind, you will see that at that time we had a great deal of difficulty sifting out all of the provisions that couldn't be applied.

Once the local unions had a contract that was approved and operating within our law and within the civil law, it was fairly easy for them to keep going that way because not very many changes are made in these contracts as we go along. The employers seem to be allergic to making

changes in contracts, and once they have one they want to keep it forever.

Q. Let us assume a set of circumstances, Mr. Randolph. Let us assume that a certain matter was not covered by an existing agreement between a subordinate local union and a [530] group of employers, and that the parties had reference to some section of the I.T.U. laws to dispose of the problem, and under the particular circumstances presented, such a law couldn't validly be applied.

What would be the machinery by which that problem would be taken care of? A. The union would, perhaps, against my orders, call me up and ask me what to do about it.

Q. (By Mr. Van Arkel) would the publishers be able to assert in such a situation that the application of the law in those particular circumstances is not lawful? A. They could.

Q. Could the local union then seek your advice, or the advice of the attorneys for the union, as to whether or not it might under those circumstances be validly applied? A. They could.

Q. Has that, in fact, happened? A. Yes.

Q. To go back to your earlier answer, you said it would [531] be quite impossible to indicate all the circumstances under which laws of the union might or might not be validly applied.

Could you give us the reason why that would be impossible? A. The industry has become so complex, and the application of state laws as against federal laws, and the difference in the unions themselves is great as between a small union and a large union—when you consider that the general laws that we are talking about are kept at a minimum, even that is one based on principles and you couldn't

make a detailed revision that would fit every circumstance; you just couldn't do it.

Q. (By Mr. Van Arkel) Mr. Randolph, there has been a good bit of reference here in the testimony to the priority system.

Would you describe to us in a few words what the priority system in the printing and mailing industry traditionally means? A. Briefly, it is simply that the journeyman, the oldest [532] in service, has priority over those with less service to him. It runs all the way down. It applies to journeymen only. Apprentices don't have priority, and they only establish it as they become journeymen.

The laws of the union since 1892 have provided for that condition. The laying off of journeymen puts them back on the slip board, as we call it, or the list of subs. If the force of regulars is increased, those who have been laid off are hired in the reverse order that they were laid off. In other words, the oldest substitute is the first one to get a situation.

Q. Mr. Randolph, you mentioned "slip board." I would like to show you this photograph.

Is that a photograph of a slip board? A. Yes. This is a mechanical arrangement, the same as a priority list, except that it is divided up into classifications of work.

Q. What slip board is this a photograph of? A. The New York Times, I believe.

Q. Looking at the left-hand column, I note it is headed "Proof Readers' Night," and then beneath that are nine slips.

What would those nine slips indicate to you? A. That would indicate the priority standing of those nine men. The slip on the right side of that column is the name of the substitute, and the column on the right-hand side [533] of the first column there is for the indication of hire.

You will notice there are five slips in those slots. The writing is indistinct, except on the first and last, but that undoubtedly has the name of a regular situation holder who is hiring that man for a certain day. He is then called a sub.

Now, the other subs who are available may be hired by regulars who want to get off, or they may be hired by the office, in which case the foreman would go over and put an indication in that slot that he is working that night for the office.

In that case, they would be called technically an extra; whereas if he is working for a regular situation holder, he is called a sub.

You will notice a lot of blanks in there where there is no names, and then you will find some more slips near the bottom. As a matter of fact, for convenience, the blank spaces are left in the middle so that when the foreman lays off some situation holders, they don't have to move down to that portion, or if there are more journeymen that show up for work than subs, he would move the bottom part upward into the blank space. It is for convenience of the chairman not having to move the whole bunch of slips every time he revises it.

You will notice the proof readers in the next group [534] is the lino machinists' night, and the next one is the operators' night, and there are two full columns there of spaces, but the first column is about the only sub showing up. There is one on the second column, too.

You may notice that there are two on the right-hand side of the second column with nothing on the left-hand side. No doubt, those two subs pulled their slips, as we call it, and left town or left the office; they are gone. The chairman, in going over the board, will simply take out the two blank slips.

Now, should it be that those subs had violated the ethics

of our union, and just pulled their slips and said to hell with it, and left regardless of whether there were slips opposite their name or not, the chairman would see to it that somebody filled those jobs.

You will see the little tabs along there on each one, the little metal tabs in the middle. Among those subs who are available at that time, he would take that little metal tab, take them all off, and put them in a hat. He would permit the subs then to draw as to which one would get that night's work. They do that as a matter of seeing to it that there is no discrimination.

Now, anybody that is a journeyman that shows us, his name will go on that slip board at the bottom, and by dividing it up into these classifications, it indicates that a [535] man claims priority and is competent as a proof reader, for instance, or an operator, or a machinist, and so on. He claims competency in that class of work, and if the foreman hires him, he proves that he is competent.

Now, the specialization habit may be that even though a man is competent in four or five of these classifications, he likes one. He will slip up under that and he will in that way indicate to the world, "Well, you can fire me for this, but you cannot fire me for anything else." It is a way in which the natural law of desire works. Each man will find his place where he likes to work best and he will stay with it.

However, in the case of producing a force of extras, if a man, for instance in this first column of proof readers, is laid off of his regular situation, if there is other work in the office he is competent to do and which he is willing to stand on, he can claim that. Then that man would then be laid off.

So the priority works in a public fashion and everybody can see if there is the slightest bit of unfairness anywhere, or somebody isn't hired in his regular order, or whatever. It is a picture of the priority list and a picture of the hiring,

so that anybody can look at it and knows what goes on every day of the week.

That is the same, as I say, as this exhibit of a [536] priority list that you have here except that it is split up into these classifications for the purpose of hiring. The foreman hires from that board.

The chairman also has, or should have—this may be one of our laws that a lot of them don't live up to—but the chairman should have a complete priority list showing all of the members and all of the journeymen, no matter who they may be, in the order of the date of their hire, so he can look at that, if somebody claims that "I have been laid off. I want to work over here"—he will look up there and see if he has priority over Jim, and if he has, okay, he can do it.

This has been going on for a long time. I first noticed it forty-five years ago when I became a journeyman. This slip board method is so old that it goes back perhaps as far back as 1892, when the first priority law was adopted.

It is the means whereby every journeyman can look at the board and see what goes on. If there is any finagling, he catches it right away, and they just don't allow it.

So the means, as you see, satisfying the needs of the office for these dozen classifications here, is automatically taken care of and a foreman can look at the board. If there are no subs available, he has four regulars on the machines, as they say, and some guy has to get off, "Nothing [537] doing; you got to work."

Unless he can find a machinist sub, he has to work. That is his obligation; that is his duty. He can't jump without losing his priority entirely. If they take your priority away, they fire you.

That is a visual picture of how our system works. As I say, it is confined to journeymen.

Since Taft-Hartley, anyone that comes in and says he is a journeyman printer, if he is then in this city, as I have

testified, he is tested first to see if he qualifies as a journeyman, and if he does, he may apply for membership. We like to have more members in the union if they are the right kind of people.

We have no trouble about getting them into the union; it is a privilege and an honor to belong to the Typographical Union, and the benefits, the pension and the mortuary fund and the union printers' home, and the various benefits that we have besides the economic advantages, is enough so that anybody that is a printer that can see a chance of working in a union office, he wants to join. We have no trouble about that.

We have to screen them as to competency, and the employer doesn't want a man on that board that isn't a journeyman because he doesn't want to pay the wages unless the man can deliver. Therefore, he has to be tried out.

[538] It would reduce the quality of our membership tremendously if we just took the word of everybody that said they were a printer. There are a lot of people that are half printers, and it would immediately reduce the ability to get out a paper on time, as we have to do.

There is no discrimination about it either before or after Taft-Hartley, because that is the mechanical means whereby we prevent discrimination. A non-union person on the bottom of that list, or any other place on that list, can immediately see whether he is discriminated against. That is his spot. Anybody can see it.

[539] Q. (By Mr. Van Arkel) Mr. Randolph, do I understand it to be your testimony that this system which is illustrated by this slip board is also the system of hiring which is used in mail-rooms? A. So far as I know, the mail rooms—we will say this mail-room in New York has no such slip board. There isn't diversity of specialization in the mail room that would call for that to be used.

In other words, the priority list is sufficient if you don't run into all of these other complications as to competency in a dozen different ways.

Q. In its essentials, is the system the same? A. The system is identical. It is just a matter of whether the man on that priority list is competent to do the work required of him in the mail room.

Q. As far as the International Typographical Union and its subordinate unions are concerned, do the priority laws [540] apply to anyone other than journeymen? A. They apply to every journeyman, but no others.

Q. Do they apply, for example, to casual help hired on an infrequent basis? A. No. They cannot apply to them, as I think you will see by studying this system.

In the first place, they are outside of our contracting ken, and they are outside of the scope of the union law. They are, of necessity, on a Friday and Saturday night in a lot of places, and there is very little the local union can do about it except try to get the scale for them to keep from having their work undercut.

They are just casuals and are solely a means to an end, namely, to get the paper out when there are no other people around to get it out.

Q. Where the slip board isn't used, is it customary to post a priority list? A. It should be posted in every chapel, mailer or printer alike.

Q. Is that list equally available to representatives of management, representatives of subordinate unions, and journeymen and others who are employed? A. It is posted and available; it is posted in a conspicuous place where anybody can see it.

Q. That is the definitive record by which priority and [542] hire is determined; is that correct? A. It is the question of how priority is determined. The hiring is determined by the particular competency of the journeyman. In

other words, in no place—I think it was tried in Boston, but I don't think it goes there.

In no place is there straight hiring in priority order, because if he wanted to hire a machinist who happened to be near the bottom of the list, and he had to hire in priority order, he might have to hire a dozen linotype operators and proof readers before he ever got to the machinist, and therefore he would have a surplus of useless help.

The hiring is done in priority order, modified by the ability of the priority man to do the work in question at the time.

Q. (By Mr. Van Arkel) From your experience, and in your judgment, Mr. Randolph, does this priority system produce an equitable system of hire? A. It is our only invention for that purpose, and, as I said, it was long before Taft-Hartley. It was necessary to keep the foreman from discriminating one union man against [543] another.

Q. Have there been such discriminations before the priority laws of the union were adopted? A. Yes, there were.

Q. Is this priority system an effort to correct such discrimination? A. It is.

Q. Is the system of priority in hire which you have described an aid to the system of granting traveling cards? A. It helps considerably both ways; that is, the man with the traveling card can come in and deposit his card and put his slip on the board for whatever work is available in that priority order.

It is a quick introduction to work, and he can come in and look at the board. If there are a lot of subs, he can ask, "How are you fellows doing?", especially the last sub or two; "What are you getting?" and if it isn't satisfactory, he goes someplace else where there are fewer subs on the board, or to some other city.

In other words, he can come into town and see if there is work, and if there isn't, he can move on.

Q. Is it your testimony that a non-union man who proved that he was a journeyman would have equal rights with union men in slipping up on the board and in priority of hire? A. He does have that right.

[544] Q. Mr. Randolph, is it a characteristic of the newspaper industry that the number of men required at any given time may vary widely from day to day and from week to week throughout the year? A. That is true, it does vary.

Q. Does this slip board system provide a flexible means whereby the requisite number of persons can be available at all times to turn out the newspaper? A. It does provide that kind of a system.

Q. There is one matter I neglected to ask you about, Mr. Randolph.

In discussing this question of the foreman being a union member, does that have advantages as far as the members of the I.T.U. are concerned? A. Of course.

Q. In what respect? A. I think I answered that once before, that they—

Q. Perhaps I did cover it. A. They have the knowledge that at least the foreman isn't going to discriminate against them because they are union men. They have the further knowledge that he is a competent man, well versed in the trade processes, and he is most frequently a man who has been promoted up through the composing room, one that they know is competent.

The whole history, tradition and psychology of the [545] situation is that if you weren't a union man, they just wouldn't work there. That is the feeling of the union people, and it is a valuable asset to the employer to see that he has a harmonious composing room.

Q. With respect to these casual men, men who are not

journeymen nor regular substitutes, does the I.T.U., or its subordinate local unions, or its members, have any interest at all in the manner in which they are hired, or the order in which they are put to work? A. No.

Q. (By Mr. Van Arkel) Mr. Randolph, is the executive council called on of the International Typographical Union from time to time to decide disputes concerning the relative priority standing of members of the International Typographical Union? [546] A. Yes, frequently.

Q. In the course of those rulings, what position has the executive council taken with respect to priority of men who have full-time employment at some trade other than the printing trade? A. It is repeatedly ruled, over a great many years, that such members have no priority in any office.

Q. How are they classified? A. They are classified as not at the trade.

Q. Under the rule of the union, such men are not entitled to assert any priority? A. That's right.

Mr. Van Arkel: That is all.

Cross Examination

XQ. (By Mr. Richman) I think it has been clear in your testimony, Mr. Randolph, but I would like to make sure again for the record, that this priority system that you have talked about is a priority system as between members of your union only? A. No; it is a priority system that operates regardless of whether it applies to a member of the union or a non-member.

[547] A. Yes.

XQ. In the Typographical locals, or in the Mailers' locals? A. I know of one briefly referred to a while ago in the Typographical.

Q. One individual? A. One, yes.

XQ. Do you know any in the Mailers' Local? A. No. You are speaking of journeymen, are you?

XQ. I am speaking of individuals on the priority list.

[549] A. The way it works is that the man's slip would go on the slip board.

XQ. I am speaking about mailers. You have been here and heard the testimony of the procedure. Let's confine ourselves to mailers, please.

Isn't it true that the chapel chairman then would notify the foreman that so-and-so has deposited his card and claims priority as of this particular date? A. Well, I can't say that he would. As a chapel chairman of bygone days, I can only say that the slip on the slip board made it unnecessary for me to do anything about it.

XQ. That is because the slip on the slip board was inserted by the person coming into the shop himself; is that right?

[550] XQ. When you say no union man would attempt to work— A. Without first depositing his card with the chairman and getting—

XQ. Without depositing his card the chairman and what? A. Becoming known that he is there to work.

XQ. You have heard testimony that in the Daily News card men from outside the News come in and seek work at the Daily News.

These men, to your knowledge, don't deposit their cards with the chapel chairman? A. They couldn't if they had their card deposited in another shop. Their priority is in another shop.

XQ. They are just appearing for whatever work they can get at the Daily News? [551] A. They may appear there on request of the local officer to fill union obligations

to supply help. Sometimes men are not hired in one shop and they will then ask them to go to another to meet a requirement of that shop for that particular night.

XQ. Don't these men also appear on their own without any specific request from local officers? A. They may if they don't work in their own particular shop.

XQ. Taking again the case of a man coming from outside the city and depositing his card in a shop, if there are non-union extras who normally work in that shop, isn't it a fact that this man, when he deposits his card, will be hired ahead of these non-union extras? A. If by "extras" you mean journeymen —

XQ. No, I don't mean journeymen. A. Our regulations only go to journeymen. The testimony I have heard here is completely confusing to someone who is not in the industry. I can understand it, but I don't want to get crossed up on this record.

If you mean by "extras" these casual employees that come in two nights a week, I would say that the foreman would naturally hire a journeyman for the work before he would hire one of those.

XQ. Your testimony is also, the reason the foreman would [552] do so is because this man is more competent than these casuals, as you call them? A. He is recognized as a journeyman, and we contract for the employer to hire only journeymen and apprentices to do his work. We can't help it if we can't supply enough people, and we can't help it if he brings in this extra group of people from any walk of life to get the paper out.

XQ. Isn't it a fact that the item, or the thing that signifies to the foreman that he is a journeyman is his card? A. No. The fact of his being a journeyman is established by proof in the means provided for in the contract.

XQ. I notice that the contract of the Mailers and the Publishers' Association defines journeymen as falling into

one of three categories: "Persons who prior to the effective date of the contract worked as such in the mailing rooms of papers signatory to this contract."

That won't include a man coming from another industry, would it? A. Read it again, please.

XQ. "Persons who prior to the effective date hereon" — meaning the contract — "worked as such in the mailing rooms of papers signatory to this contract." A. I would say it speaks for itself.

XQ. I think we can agree on that.

Now, the second category: "Persons who have completed [553] apprentice training as provided in this contract, or have passed a qualifying examination under the procedures heretofore recognized by the Union and the Publishers."

To your knowledge, does New York Mailers' Union No. 6 and the Publishers recognize the standards or the examinations given in other cities of the country? A. I have no knowledge of that.

Trial Examiner: What specifically are you reading from?

Mr. Richman: I am reading from Section 20(b) of General Counsel's Exhibit 2.

XQ. (By Mr. Richman) The third category is: "Persons who have passed an examination recognized by both parties to this contract and have qualified as journeymen in accordance therewith."

To your knowledge, do members seeking to throw in their card at a New York mail room have to go through any examination at all? A. I have no knowledge of that.

XQ. But you say the card itself isn't the only indication of journeyman status? A. The union card is evidence of journeyman status.

XQ. You say it is? A. Whether or not it is accepted by the foreman in a particular shop under this particular contract, is another [554] matter. I have nothing to say on that.

XQ. To your knowledge, has any question ever reached your desk on the issue of the rejection by a freeman in a New York City mail room of the card of a member who seeks to throw it in? A. I have had no complaints on that. You might say "place it." He doesn't throw it in; he deposits it.

XQ. Let's use the word "deposit." A. All right.

XQ. Mr. Randolph, this man who seeks to deposit his card in a shop for the first time is, in your opinion — and correct me if I am wrong — more competent to do the work in that shop than the casuals who have been employed in that shop? A. I think so.

XQ. Even though a casual may have been employed in that shop on a steady basis for five shifts a week? A. Well, it is too iffy for me to answer with any degree of certainty.

XQ. I just want your opinion. A. I couldn't express an opinion on that. The circumstances might be different.

XQ. Assume the Daily News situation, where casuals have apparently been working four and five shifts a week. Would this man seeking to come into the Daily News by [555] depositing his card, in your opinion, be more competent than these casuals? A. Generally so, I would say, yes.

XQ. Even though he has never worked in that mail room before? A. I would say yes.

XQ. Isn't it a fact that the mail rooms of various newspapers are different in their manner of operation — not their general manner, but their particular details of operation? A. I don't know how detailed or how different the details are. I haven't visited mail rooms for some time.

XQ. Do you think that all mail rooms are the same?

A. No; I am sure there are differences in the kind of machinery they use.

XQ. So, therefore, a man coming into the shop through the deposit of a card might very well be unfamiliar with

the machinery used in a particular mail room? A. It is possible.

XQ. So in that sense wouldn't he be less competent than a casual who has been working in that shop for quite a long time? A. It is possible, but not probable.

XQ. Why do you say that? A. I know just a little bit more about mailing than you [556] do. I answered it that way for that reason.

Generally speaking, mailer members have not always simply been in one shop. Many of them go around to various shops and obtain in their city a pretty good knowledge of the various shops. As you know, they have been working between the different shops even though they are journeymen. So the hypothetical question you asked is rather far-fetched.

XQ. I was talking about a mailer coming from an entirely different city, not having previously worked in New York City. A. Again, I can give you no solace on that particular question.

XQ. In answer to Mr. Van Arkel's question about one of the reasons for the priority system, you stated that it was an equitable system of hire, creating an equitable system of hire; is that correct? A. That's right.

XQ. Isn't it correct to say also that this is an equitable system of hire as between members of the union only? A. No. It operates quite to the contrary.

XQ. As far as you know, though, there are no other people in this system in the New York City mailing industry but members? A. Again, you have used some wide language. I have said that I know of no journeymen mailers who are not members [557] of the union in the newspapers in the city. That doesn't preclude there being any. I said I didn't know of any.

XQ. Toward the end of Mr. Van Arkel's examination, and I think some time before that, he discussed the reasons

or the basis for the union's desire for foremen to be union members. I think you gave several reasons.

Am I correct in assuming that it is your firm belief that if a foreman were not a union member, he would necessarily discriminate against union members? A. Yes.

Trial Examiner: What is that based on, Mr. Randolph? What is your opinion?

The Witness: Well, somewhat on experience, and somewhat on the belief that if a man is not with us, he is against us.

Now, the experience has been that where a non-union foreman has shown up, it hasn't been long until the whole shop is non-union. There have been a number of such cases.

What he does is, he comes in as a non-union foreman for the purpose of raiding the place, and he makes it so miserable for our people that one by one they will get out and leave it. There have been a number of those instances.

On the other hand, our union is entitled to all the [558] respect and admiration that any organization in this world is entitled to, and anyone who can't see that, and who is in the industry, in my opinion is very prejudiced against us.

I am completely convinced that any time an employer brings in a non-union foreman, it won't be long until we have a non-union shop.

Trial Examiner: Thank you.

XQ. (By Mr. Richman) What do you mean by a non-union shop, Mr. Randolph? A. One that makes it so miserable for union people that they can't stay there.

XQ. What is your definition of a union shop? A. Well, the language of the industry has been corrupted by the Taft-Hartley law.

XQ. I understand that to be your sentiments. A. We don't use the word "union shop" any more. I don't, because I don't want to confuse it with the Taft-Hartley union shop.

XQ. Before the Taft-Hartley Act came into effect, what was your definition of a union shop? A. A union shop was one employing only members of the union on work processes covered by our jurisdiction.

XQ. You say you don't use the word "union shop"? A. I avoid it if possible.

[559] XQ. Do you recall the address you made before the recent convention of your union on August 17th, 1957?

A. I talked so much I wouldn't remember any speech I ever made unless I saw it in print.

XQ. I read your Typographical Journal. You did make a speech, though, on August 17th; I think that was the opening day of the convention? A. I always do.

XQ. Do you recall telling the assembled members: "Since 1944, we have had a nationwide struggle with employers to maintain our general laws as a basis of union shop operations"? A. That is true.

XQ. You recall saying that? A. Yes. I have said it a thousand times.

XQ. This, then, was a recent use by you of the term "union shop"? A. Did I put "shop" in there?

XQ. Yes. A. You didn't read it.

XQ. I beg your pardon? A. You didn't read "union shop."

XQ. I read: "As a basis of union shop operations." A. That's as we understand it.

XQ. Isn't it a fact that you used "union shop" here in the traditional sense, in the pre-Taft-Hartley sense? A. [560] That the employer contracts with us?

XQ. That you have had a nationwide struggle with employers to maintain your general laws as a basis of union shop operations"? A. That means the kind of a shop where the employer contracts with us at the present time.

XQ. You have changed, then, the definition of "union shop" by your own words? A. As I said, it has been cor-

rupted. In no sense do I ever want to mean that kind of a union shop that the Taft-Hartley prohibits. The union shop as it is used at any time I use it, means a shop whereby the employer contracts with the local of the I.T.U. for work over which we exercise jurisdiction.

XQ. And which work is done by your members only?
A. No; there are some non-union men around here and there in union shops.

XQ. However, when I asked you whether you used this "union shop" term here in the pre-Taft-Hartley sense, I believe you said that you had, and you admitted that you had? A. I didn't answer that particular question. I didn't say yes to that because pre-Taft-Hartley union shop and closed shop were synonymous. Since Taft-Hartley, they are not synonymous.

XQ. However, you told your members that since 1944 you [561] had a nationwide struggle to maintain the general laws as the basis for union shop operations."

In other words, is this the same struggle that is going on from a point prior to the Taft-Hartley to the present day?

A. It so happens that in 1944, late in 1944 and in 1945, we had a struggle with the American Newspaper Publishers' Association to maintain the general laws as a basis for union shop operations. The struggle was hardly concluded before the Taft-Hartley Law was adopted and we had it all over again.

XQ. You, I assume, are quite familiar with the provisions of your general laws, and you agree with the sentiment expressed therein and the provisions of those laws?

A. I am bound by those laws.

XQ. I am looking at general laws of 1955, which is General Counsel's Exhibit 4.

Which one do you have in your hand there? A. These are for 1956.

Trial Examiner: I am showing the witness a copy of the 1955 booklet.

[564] Trial Examiner: Let me ask the witness this question first.

With reference to the instructions which were issued [565] and which have been mentioned several times, to the effect that the general laws shall not apply if they conflict with public law or various other laws mentioned, can you explain just what that has reference to as regards the Taft-Hartley Act?

Can you give us an explanation as to how that applies with respect to the Taft-Hartley Act?

I am speaking of that section you read into the record a few times.

The Witness: Throughout the book, which applies wholly in Canada, and in other instances, the word "members" is used. In instances where the members should be journeymen, the word "members" doesn't apply. The fact of any journeyman showing up for work and getting the same treatment as union men, is the one thing that is referred to not to discriminate against union or non-union men.

When the clause he read was written, there had been no test of the Act. That was written in 1947, at the 1947 convention, when we thought it was all invalid. But the Courts speak on it from time to time, and they say which parts are valid, and that's that.

We haven't bothered to change that particular paragraph, but it is just for what it says, if there is anything that is invalid, we want it repealed.

[566] All of our contracts, with virtually no exceptions, have at the end of them that if public law is changed so that previous sections that were taken out because of the Taft-Hartley Law can be reinstated, they will be reinstated.

That is how thorough our fair counter-provisions are understood. Employers have agreed that we have to take these out now, but if the time comes when we can put them back, we will put them back.

As I say, to pick that out and ask me to tell you which of the Taft-Hartley Laws are bad, brother, I will tell you that they are all bad. The Taft-Hartley Law or the amendments made to the Wagner Act — now, the Wagner Act wasn't so bad, but the Taft-Hartley amendments were all bad.

Trial Examiner: Let me ask you this:

Is it your understanding that this clause means that any general laws which conflict with any or all provisions of the Taft-Hartley Act are thereby being suspended?

The Witness: Yes.

Mr. Richman: To which clause are you referring, Mr. Lipbin? Is it the clause at the end of the general laws, Article 14?

Trial Examiner: The one which was read into the [567] record several times.

Mr. Richman: That is on page 125. Is that the one you are referring to?

Trial Examiner: Yes.

XQ. (By Mr. Richman) Mr. Randolph, you did not, then, also bother to change the part of the general laws which comes two paragraphs below the part that I asked you about, Article 3 on page 108 of General Counsel's Exhibit 4, namely: "There should not be and will not be any attempt on the part of the International Typographical Union or its subordinate unions to violate any valid provisions of law, federal or state"? That hasn't been changed? **A.** I don't think so.

XQ. That is in the current issue of the general laws, too?

A. Yes.

XQ. The following sentence is also in the current issue

of the general laws: "There will continue to be earnest efforts on the part of those unions to achieve conditions and agreements granting the fullest measure of protection and advantage possible under law?"

That is still current? A. Surely.

[568] XQ. Is it true that you would regard these casuals as a necessary evil? A. Well, we will say they are necessary. I don't know how evil they are.

XQ. The union wants very little to do with them? A. We will say that they are not within the union's contracting scope. They are people who are brought in by the employer to get a job done that has to be done and the union has no way of otherwise meeting that problem with journeymen.

XQ. Does the union consider itself under an obligation to supply the particular shop with competent journeymen?

A. Regularly, yes; that is, competent journeymen as a regular force. We don't accept unlimited responsibility to try to supply an unlimited number of people in the circumstance for a day or two a week. That would call for a great many that we couldn't supply. We do try to supply a steady force of regular, competent people.

XQ. Is that an obligation that exists as a result of many years of practice in the industry? A. It is also in many contracts, as well as tradition.

XQ. The contract between the Mailers and the Publishers' [569] Association, I believe, reads, in Section 5 of General Counsel's Exhibit 2, that: "New York Mailers' Union No. 6 was never called upon to supply the office with competent experienced and satisfactory men."

Is it my understanding that this obligation goes beyond the mere calling upon the union? In other words, you don't have to actually call upon the union; the union is under the obligation to supply the shop with the men? A. With regular forces, under that obligation, and it is to its own

interest to supply as many as it can for fluctuations of work. It is in the employer's interest, I think, to employ those men.

XQ. Wouldn't it be correct to say that it is in the interest of the union to fill all of the regular positions, or positions calling for a regular amount of work with members of the union? A. Surely.

XQ. The union, in fact, attempts to do that? A. Well, I don't know just what you mean by that. It is to its interest to have as many of its members employed as it is possible to get employed.

XQ. I believe you told Mr. Van Arkel that it was not possible for the I.T.U. to spell out which of the general laws were not applicable under the provisions of the Taft-Hartley Law.

[570] Do you recall your testifying to that? A. To that effect, yes.

XQ. Therefore, I take it that the I.T.U. has never made any attempt to specify to any particular local, or to the members of the local, which of the general laws should not be utilized by that local in the conduct of its operations?

A. We have specified some of the provisions, such as non-discrimination, and such as that they are not privileged to strike to get a union foreman, although they can contract for one.

XQ. That was as a result of the Board's decision, and the enforcement of that decision by the Court, that you couldn't strike to get a union foreman? A. That's right.

XQ. My question was: Has the I.T.U. spelled out to particular locals which of the general laws the local should not enforce or utilize?

[571] A. It has made no attempt to take the whole book and tell them which law they may not adopt or use in any given place.

Trial Examiner: Let me make that question more specific by adding this to it: Because such laws are in conflict with the Taft-Hartley Act.

The Witness: I assumed that in my answer.

Trial Examiner: All right.

XQ. (By Mr. Richman) To your knowledge, has any individual local made known to its membership, or the employers, with which it had contracts, that specific provisions of the general laws were not being applied because they were in conflict [572] with the Taft-Hartley Act?

[573] A. There have been one or two instances where I heard about a local officer telling a publisher that he couldn't have a continuation of a 1947 contract because it was written for the employment of union people only.

XQ. (By Mr. Richman) That was with respect to a particular contract? A. Yes.

XQ. But with respect to the particular provisions of the general laws, is your answer no? A. They wouldn't know.

XQ. You mean the local — A. The local unions wouldn't know all the different things about the Taft-Hartley Law that were contrary to the I.T.U.

XQ. Therefore, I take it — and correct me if I am wrong — that you have had no inquiries from specific unions, specifically Mailers' Union No. 6, to your office as to which of the general laws they should or should not follow? A. I may have had, in the course of these eight or nine years —

XQ. Do you recall any as you sit there now? A. I don't recall any for any union, although there were hundreds of them.

[574]. A. I don't understand the question as applying to that section.

XQ. Let me refer you to the exhibit, Exhibit 4 of the

Intervenor, and to the language at the bottom of page thirteen in the right-hand column.

(Witness examines document.)

XQ. There was no enumeration there, either? A. No.

XQ. You were asked about the I.T.U. facilities for teaching journeymen other branches of the trade, other than those for which they are considered competent or qualified.

Does the I.T.U. maintain such facilities for mailers? A. At the present time, no. We have been trying to get some of the new mailing machinery, but we haven't been able to get it installed for that purpose.

XQ. Mr. Randolph, a man, in your opinion, or, rather, is [575] it the union's position that a man on a priority list is per se a competent person? A. A man on a priority list?

XQ. Yes; who holds, let's say, a regular situation, or a regular substitute position on that priority list, he is per se competent? A. As far as we know.

May I say that there are such sharp divisions in the kind of product, that a man may be competent in one particular field of endeavor, and might move over to another shop that specializes in a much higher grade product and he won't be tolerated, he would be fired the first day.

Those divisions are pretty sharp, and men find their particular level based on the kind of a shop in which they made journeyman.

XQ. Does what you say necessarily apply to the mailers? A. I don't think so.

XQ. You are thinking in terms of a composing room?

A. That's right, yes.

XQ. If a member of your union is on a priority list, and is suspended by your local union, he loses his position on the priority list; isn't that correct? A. A member of the union who is suspended by the union, you say —

XQ. By the local union. [576] A. Does he lose his position on the priority list?

XQ. Yes. A. No. A man cannot be suspended by a local union until he has had an opportunity to appeal to the executive council, and perhaps to a convention, before any penalty of suspension can be made to stick.

XQ. Has the local union the right to debar a man from work.

XQ. Yes. A. They bar him from going to a non-union office.

XQ. Couldn't they bar him from working at the office where he held his priority? A. No. There is no provision for that.

XQ. I refer you to Article 4, Section 19, of your by-laws. A. You mean for non-payment of dues?

XQ. For any reason. A. If a man doesn't keep his dues paid up, he can be barred from the office until he pays his dues. That is a fraction of a penalty on a member. If he wants to get out of the union rather than pay his dues, he will stay there.

XQ. But he can be kept from his work as long as he is a member and in default of his dues? A. Yes.

[577] XQ. So it is not a question of his competency as allowing him to work? A. As a member. As a member, he has to comply with these internal laws.

XQ. As a member, he must remain in good standing in order to work? A. Right. If he doesn't want to accept that, he can get out of the union and still work there. We have some people like that, and I don't like to say what we regard them as being.

XQ. I think your by-laws uses the term "rats"? A. That is bad enough, and I can think of worse.

Trial Examiner: Is this an appropriate place to stop for the night?

Mr. Richman: Yes, sir.

Trial Examiner: We will adjourn at this time until 9:30 tomorrow morning.

(Whereupon, at six o'clock p.m., an adjournment was taken to Friday, November 15, 1957, at 9:30 o'clock a.m., at the same place.)

[580] XQ. (By Mr. Richman) Mr. Randolph, is there anywhere in your book of laws a definition of what "good standing" constitutes for a member, or as far as a member is concerned? A. There is, with relation to candidates for office.

XQ. Only as far as candidates for office goes? A. That is a little more technical, and besides the ordinary simple definition is that he has to have his dues obligations paid up. There is a more technical description of good standing as regards candidates for office.

XQ. Would you say that a member, to be in good standing, should adhere to the duties of membership as set forth in Article 12 of your constitution?

XQ. With reference again, Mr. Randolph, to the opening address you made to your assembled members on August 17th, [581] 1957, at their convention, do you recall telling them that: "There are employers in smaller cities who are resisting and refusing the kind of negotiations and contracts we insist upon for our very life"?

Do you recall telling them that? A. Something to that effect.

XQ. Do you recall telling them something to this effect: "There are many unfair employers who are trying to tear down those fundamental principles upon which the I.T.U. has lived for 105 years"? A. If you are quoting from it, I will accept it.

XQ. The quote actually begins with the words "who are

trying" and ends with "years," but the other words are to that effect in the speech? A. I am frequently saying those things. I assume you are quoting from that speech.

XQ. Yes.

Isn't it a fact that you consider this priority system as one of the fundamental principles to which you referred in this speech? A. Yes.

XQ. The official journal of the I.T.U. is the Typographical Journal; is that correct, sir? A. That's right.

XQ. That comes out monthly? [582] A. Right.

XQ. I believe in each month's edition you have a page in which you comment or discuss various problems? A. I have, yes.

XQ. Your signature, I believe, and your picture, usually appear at the top of that page? A. They did until lately when they cut out the picture.

XQ. You are correct, they did. A. The editor is the secretary-treasurer.

XQ. Do you recall writing in your annual report words your Typographical Journal, words to this effect: The provisions of our general laws are the basis of union shop operations and have been so throughout the history of the I.T.U. These laws outline the minimum conditions which will suffice in a union contract? A. If you are quoting, I will accept it.

XQ. These are words to that effect? A. Yes.

XQ. Further, that the I.T.U. president cannot approve a contract unless it complies with the current general laws? A. That's right.

XQ. Then, in that same edition, I believe, was printed your annual report? A. In the July issue, yes.

XQ. Do you recall writing, in the July 1957 edition of to. [583] this effect: Our stubborn refusal to capitulate to the Taft-Hartley and other restrictive laws has kept our union alive?

[584] A. If you are quoting from it, I will accept it, but the statement requires some explanation.

XQ. (By Mr. Richman) What is your explanation, sir?
A. In the beginning of the Taft Hartley Law, the then General Counsel, Mr. Dennom, attacked about everything that we were doing as being illegal, and we refused to accept his attacks and his interpretation of the law, and over some seven years of litigation we proved we knew more about it than he did. His attacks were ruled not legal.

XQ. One further excerpt from your report, Mr. Randolph:

[585] Do you recall a reference to so-called labor experts which you made in your report, and your writing that "Their influence has been overcome by insisting on contracts with unquestioned acceptance of I.T.U. standards provided for in the general laws?" A. If you are quoting, I will accept it.

[586] XQ. I think you said yesterday that there is no provision for training mailer apprentices in your International set-up? A. At the present time.

Trial Examiner: When you say "at the present time," does that mean that there was at some time prior to the present time, or that there hasn't been any up to the present time?

The Witness: We are speaking now of the Bureau of Education and the technical school that we operate. Up until now, there has been no specific training for mailers, but we are endeavoring to get new mailing machinery installed in our technical training center to help train them.

Mr. Van Arkel: Mr. Randolph, I think the question related to apprentices.

[587] The Witness: Well, either journeymen or appren-

tices may be able to attend if we get it established, or when we get it established.

XQ. (By Mr. Richman) Mr. Randolph, isn't it a fact that all apprentices, upon their application, must subscribe for and complete a course of lessons in unionism within ninety days from the date of registration? A. Yes.

XQ. What do those courses in unionism consist of, briefly? A. Well, they consist of a brief history of the International Typographical Union, and its policies and its principles.

[588] XQ. Going again to Article 3 of Section 1 of your general laws, you have a discussion there of your policy with respect to qualifying local unions under the Labor-Management Relations Act.

I have the 1956 general laws. Is that what you have, sir? A. Yes.

XQ. That is the same in the 1955 general laws? A. I think so.

XQ. I am referring to page 111, the center of the page. A. Yes.

[589] XQ. I believe yesterday — and correct me if I am wrong — you mentioned that the word “jurisdiction,” or the exercise of I.T.U. jurisdiction, means that the particular work under the jurisdiction is to be done only by members of the I.T.U.? A. No, I didn't say that.

XQ. Could you tell me what your definition of jurisdiction over work would be? A. Jurisdiction over work is specified in the book of laws, and is general in terms. It is probably found in more than one place.

XQ. I refer you to Article 3, Section 12, on page 114.

[590] The Witness: What section are you referring to?

Mr. Richman: Article 3, Section 12 of the general laws.

A. Yes.

XQ. What is your definition of jurisdiction there, Mr. Randolph?

XQ. What is your definition of jurisdiction there, Mr. Randolph? A. That is not the section that defines jurisdiction, but it is a general statement as to policy and the work and machinery that we try to cover.

XQ. What do you mean by "try to cover"? A. You will notice the last part of it is a direction to local unions to reclaim jurisdiction over and control all composing and mailing room work, or any machinery processes appertaining to machinery and preparations therefor now being performed by non-members.

XQ. In other words, the work that is done by non-members, you endeavor to have done by members insofar as you can? A. That particular section was adopted for the purpose of getting the work which journeymen had allowed to slip away, back into the craft under journeymen. The worst situation in the country is right here in New York in the composing [591] rooms where they carelessly allow them to work processes to be done by other than journeymen, and while they were sleeping and smug in their satisfaction, the Guild organized some of those people.

XQ. However, the words you use in this section, or the words that are used in this section, don't refer to journeymen; am I correct? A. It refers to work that got away from journeymen.

XQ. You say now the work being performed by non-members should be reclaimed? A. This was adopted before Taft-Hartley.

XQ. It hasn't been changed since? A. No. It is referring to that slippage that was allowed in some composing rooms whereby semi-skilled people were allowed to do some work.

XQ. You told us yesterday, I believe, that to you knowledge there are people classed as journeymen who are not members of the union; is that right, sir? A. State that again, please.

XQ. I believe you told us yesterday that to your knowledge there are some people classed as journeymen who are not members of your union? A. Yes.

XQ. Would this have any application to them? A. No. [592] XQ. Would they be permitted to do the work that they have been doing, even though they are not members? A. Any journeyman who is not a member, and is working in a shop, does journeyman work the same as the journeymen do.

XQ. You wouldn't make any attempts to reclaim the work that he is doing and give it to a union member? A. That is not what this means.

XQ. Isn't it a fact, Mr. Randolph, that the local union contracts are designed to cover the working conditions of members? A. Local union contracts are for the purpose of establishing wages, hours and working conditions under which our members will work.

Trial Examiner: Mr. Randolph, let me ask you at this point, how do you reconcile your statement with respect to journeymen which you just made, with the provision in the general laws stating that all journeymen must be members?

The Witness: That is what I referred to when I said that there are many times where it appears in this book that members are mentioned and the instructions to our people concerning contracts means that wherever the word "members" is used in this book, it means journeymen as regards the work opportunities of non-union journeymen.

XQ. (By Mr. Richman) Do you have anywhere in your general [593] laws a statement to that effect, that where the word "members" is used, it refers to journeymen

generally? A. The last article of the general laws does that.

XQ. You mean Article 14? A. Yes.

XQ. Article 14 to which we have referred on a few occasions? A. Yes.

Trial Examiner: What does that say?

Mr. Richman: "In circumstances in which the enforcement or observance of provisions of the general laws would be contrary to public policy, they are suspended so long as such public law remains in effect."

Mr. Sugarman: "Public law," I think, is used in both places. I don't think it is "public policy."

Mr. Van Arkel: Public law.

Mr. Richman: You are right; I am very sorry. It is "public law" in both places.

XQ. (By Mr. Richman) Mr. Randolph, I refer you to Article 7 of the general laws, which I believe is the same in the 1955 edition as it is in the 1956 edition, or substantially the same.

Has that article any impact upon mailers? A. Mailing is specifically mentioned in the first section.

[594] XQ. You are correct, sir.

In Section 2, there is a reference to a machine office.

Does that have any meaning with respect to the mailing trade, or is that restricted to typographical work? A. It doesn't restrict it. Actually, the section has been in the books so long that it may even antedate the mailing machinery that is in mailing rooms now. We do not have our people trained in mailing rooms on the machinery that is available in those rooms.

XQ. Therefore, Section 2 of Article 7 would have an impact upon the mailing craft? A. Yes; but again let me point out that when we make contracts, I have to approve them as being in accord with this book. When I approve

those contracts, nowhere does the word "members" appear; it is journeymen.

In other words, we recognize only journeymen and apprentices, and the sections of this book that are required to be put into contracts are put in there with the word "journeymen" substituted for the word "members."

XQ. Do you know, sir, whether the word "members" appears in the contracts we have in evidence? A. I don't think they do.

XQ. You don't think so? A. I don't think so.

[595] XQ. In Section 23 of General Counsel's Exhibit 3, the provision reads: "That the union"—meaning Mailers' 6—"agrees that it will not contract for its members, nor permit its members to contract with any publisher for work specified in this agreement at wages and hours more favorable than herein provided without permitting any publisher signatory to this agreement at any time thereafter to put into effect the more favorable wages and hours that have been granted elsewhere."

[597] XQ. (By Mr. Richman) Mr. Randolph, are you familiar with this provision that I have read? A. Since you have read it, yes. It appears in a few contracts, and we refer to it as a "favored nations" clause. You couldn't use other than the word "members" in that respect.

I made the statement—and I stand by it—that wherever a contract comes in, or a proposed contract comes in, using the word "members" with relations to job opportunities, it is changed to "journeymen," or any other factor of contract relationship.

XQ. Could you turn again, please, to Article 7 of the general laws, Section 5?

Would that provision have any impact upon mailers? By "impact," I mean involve any work done by mailers.

A. Mailing isn't mentioned there, no.

XQ: None of the duties set out involve the work done by the mailing craft? A: I don't see it mentioned there, no.

XQ: Going to Article 8 of the general laws, under the heading of "Machine Tenders and Machinists," would that Section 1 — which is the only section under Article 8 — [598] affect the work done by mailers? A: Yes. It is specifically mentioned there.

XQ: Under Article 10, Priority, Section 2, where subordinate unions are directed to establish a system for registering and recording priority standing of members in all chapels, is it your contention, Mr. Randolph, that the word "members" there also means journeymen? A: Yes. That is the way it operates.

Trial Examiner: Just for the education of the Trial Examiner, Mr. Randolph, reference to the phrase "chapel" — is that sort of synonymous with the shop that the local union happens to be the bargaining representative for?

The Witness: Yes. "Chapel" means the composing room portion of the plant, or it may mean the mailing room portion.

For your education, I will say that the word originated in England, and the reason the word "chapel" was used is because the first printing office in England was operated by a Mr. Caxton, who had it located under the King's Wing in Westminster Abbey.

In my office, I have an old-time woodcut engraving of considerable size that shows Caxton and his crew at work producing proofs for the King and Queen, or someone in royal robe. You can see the arched ceilings of Westminster Abbey in that drawing.

[599] We acquire the word from the English print shops.

Trial Examiner: There is only one chapel in an employer's establishment?

Take the News Company. You would say that there is only one chapel established at the News Company?

The Witness: One in the composing room, and one in the mail room.

Trial Examiner: There would be one in each room?

The Witness: Yes.

XQ. (By Mr. Richman) With separate chapel chairmen? A. Yes.

XQ. Isn't it a fact that one of the duties of the chapel chairman is to see that the general laws are respected and followed insofar as they pertain to the particular operation? A. His duties are set forth in Article 3 of the by-laws, and they are quite specific.

XQ. You are referring to Article 3, Section 2, and Article 3, Section 3? A. All of the sections of that article.

XQ. All of the sections of that article? A. That's right.

XQ. I see that in Article 3, Section 2, it is stated that: "It shall be the duty of the chapel chairman to report to the president of the local union any violation of union law or provision of the contract."

[600] The term "union law" applies — and correct me if I am wrong — to any applicable provision of general laws or the union constitution? A. General laws only.

XQ. Would it include the constitution and by-laws of the I.T.U. also? A. No.

XQ. Is the chapel chairman charged with the responsibility of reporting to his local president violations of law other than affecting working conditions by members? A. We have a system of elections whereby the elections are held in the chapels, and he might report something about a violation of our election laws.

XQ. What about cases of conduct unbecoming a member? A. That, of course, might be taken up as an internal matter in the union.

XQ. So, therefore, wouldn't these other things be included in the term "union law" as used here? A. No.

That is not the meaning of it. Our members are generally law-abiding. If somebody in the chapel violates any of our internal laws as a union man, obviously having no relation to the employer, it would be reported.

XQ. Wouldn't you say that one of the duties of the chapel chairman is to see that the internal laws of the union are respected and followed? [601] A. No; that is not his business.

XQ. Is he supposed to turn his back when he sees any of these laws violated? A. No; that would be silly.

XQ. What is he supposed to do? A. He is there in his capacity as stated in Section 1 of Article 3: "All offices in which three or more members are employed, a chapel shall be formed and a chairman elected. In case of failure or refusal of a chapel to elect a chairman, it shall be the duty of the local president to appoint a member to act as chairman."

The first line of section 2 says: "The chapel chairman shall be recognized as the representative of the local union for such purposes as are specified in the laws of the International Typographical Union," and so forth.

XQ. Where you just read, "the laws of the International Typographical Union," that word is in lower case letters and apparently doesn't refer to the general laws? Am I correct sir? A. No; it refers to the general laws.

XQ. Also the general laws? A. It says: "He shall be the representative of the local union for such purposes as are specified in the laws of the International Typographical Union," and then it goes on to say what his duties are.

[602] XQ. I notice that the cover of this particular document, and of all your annual documents of this sort, is headed: "Books of Laws of the I.T.U."

Is it your testimony that the word "laws", as used in Article 3, Section 2, in lower case letters, does not refer to this book of laws as such, and in toto? A. It refers to

the purposes as they are specified in the laws of the I.T.U., and Section 3 goes on to provide: "In performing the duties prescribed for him in the general laws pertaining to violations of the contract or scales of prices, and the enforcement of the five-day week, and overtime laws, the chapel chairman shall not be subject to any intervening action by the chapel. As a representative of the local union in such matters he is directly responsible to the local union."

[603] XQ. (By Mr. Richman) Mr. Randolph, in Article 3, Section 3, in the first sentence, you have a specific reference to the words "general laws"? A. Yes.

XQ. Is there any reason why there is no specific reference to the words "general laws" in Section 2, in the place where you say this term "union law" refers to general law? A. I explained before in my testimony that in the general laws we have segregated all of those laws in which the employer has an interest in wages, hours, and working conditions.

[604] It is for the chapel chairman to report to the president anything he thinks is a violation of either the contract or any union law that is accepted and enforceable because of the terms of the contract.

XQ. Therefore, you still adhere to your previous testimony that in Section 2 the term "union law" refers to general law? A. Yes.

XQ. Am I correct in stating, Mr. Randolph, that the local union contracts with employers don't specifically provide for the creation or the maintenance of a priority system? A. I doubt that any contract has a provision for the establishment of the priority system by a specific section, although the use of the word "priority," and the way it works, refers to the priority system established by the union

and maintained historically in the composing and mailing rooms.

XQ. (By Mr. Sugarman) Dealing for a moment with Section 23 of the Mailers' Union No. 6 collective bargaining agreement in evidence, that most favored nation clause, as I think you referred to it, is it not a fact that the word "members" is put in and significantly used in that section rather than [605] "journeymen" only because it is members exclusively over whom the union assumes to exercise discipline? A. That's right.

I may say that the local union might make a contract using the word "journeymen," and we would accept it at headquarters. Actually, the clause is one of the very older clauses, and has been gradually discarded because of the lack of equity in the arrangement.

Where there has been sharp competition and employers felt that the union might allow their members to work in other offices, they are the ones who brought that out. They brought out the desire to have none of our skilled people working in shops that had cheaper production arrangements with the union.

The real thing there is that in most every town there are shops that are operating either non-union, or a larger group of shops that will say, "We will go along with the contract that is in effect, but we don't want to sign it."

It is one of those picayune things that comes up and employers ask for it and they can have it.

XQ. May I ask you, in a general way, Mr. Randolph, whether the union holds out its members as at least presumptively competent journeymen subject to any determination otherwise by the foreman in a mail room or in a composing room? [606] A. All members of the union, by virtue of having been examined and passed upon by local unions as competent, are presumed to be competent. I

should say an examination by the local union and the employers.

XQ. Have you some familiarity of your own, from personal observation and visits to the mail room, and perhaps from personal experience, with the work of the mailers in general in the mail room?

Mr. Richman: Objection.

Trial Examiner: The question is whether he has.

Can you answer that yes or no, please?

The Witness: Not too much.

XQ. (By Mr. Sugarman) You are familiar, are you not, with the requirements, nevertheless, for the provision of an apprentice training program for mailers? A. Right.

XQ. If I were to show you an apprentice program setting forth in detail the various activities of the mailers, you wouldn't be able to verify, I take it, from your experience, that these were the qualifications required of the journeyman mailer; is that right? A. I do have under my direction a contract department, and I have a man there who screens these contracts and sees to it that they do provide for apprentice training in each contract.

[607] XQ. I will pass the question with you and get to it through another source. A. May I, by way of explanation, say also that our third vice president is a mailer, and our constitution requires that he be a mailer in order to be third vice president. Any matters referring to the technicalities in the mailing trade are referred to him. That is the reason why I am not too familiar with the processes in the mail room.

[608] XQ. (By Mr. Sugarman) Have the publishers, to your knowledge, in contract negotiations or otherwise since 1948, ever asked the I.T.U. or its subordinates for a bill of particulars as to what specific provisions of the Taft-Hartley Law the parties were to regard as in conflict with other-

wise applicable I.T.U. or local laws? A. Has who asked for it?

XQ. Have the publishers asked us for a bill of particulars? A. No.

XQ. So that the general language as to provisions of the public law in conflict with I.T.U. general laws is all that was required, and was found satisfactory to the publishers in negotiations? A. They didn't even ask for that. We put that in on our own. The publishers and the employers generally will have their own lawyers to keep them in shape.

XQ. Is an extra as such compensated for his work at the same rate of pay as a regular situation holder, or a substitute covering for an absent regular situation holder?

A. You are into that local confusion over the terms of [609] situation holders and substituting extras. We only use the term "extra" when a journeyman is hired by the office for a night's work. The same man the next night might be hired by a regular to sub for him, and he would be a substitute. The term for all of them generally is subs.

XQ. (By Mr. Sugarman) Is it clear to you, Mr. Randolph, [610] that provision is made, at least in the Mailers' Union contract here in evidence, for the payment of fifty cents more than the scale for the shift provided for the journeymen, when an extra as referred to in the contract works a shift other than as a substitute for an absent regular?

Are you aware of that fact? A. Yes. That is generally so where there is any welfare provisions throughout the country. "Around the country" doesn't mean this non-descript group of people who might come in on Friday and Saturday. If they have those provisions here, it is beyond the terms of the contract.

XQ. Do you know whether there is any historic reason for the publishers paying such a premium to the casual

workers or the extras? A. The reason for it is that they agreed with the union to do it, and the reason the union wants it done, so as not to undercut their scale by having people do part of their work in an emergency at a lesser rate; even those people might not be able to deliver.

XQ. Has it also been the part of the willingness of the publisher to pay a premium for that reserve labor pool to the men who show up and who risk walking, or a late start? Yes. The payment of an extra amount of money for those not regularly employed is widespread.

[611]

Redirect Examination

Q. (By Mr. Van Arkel) Mr. Randolph, in establishments where a slip board is not used, is it the general practice that the foreman maintains a list of journeymen and substitutes in priority order? A. I wouldn't know what the foremen do.

Q. (By Mr. Van Arkel) When a person goes to work in a composing room or a mailing room, do contracts generally provide that the foreman may have an opportunity to determine whether they are competent? A. When a foreman hires anybody, whether he is union or non-union, he is the one who determines whether they are competent or not right off. Men have been discharged within one shift as not competent. He is the one who hires them; he is the one who judges their competency, and he does that right off.

Q. Would that apply as well to members of the I.T.U.? A. Yes.

Q. That is to say, under the applicable contracts, if a foreman feels that a man isn't competent, he has the right to [612] either not hire him or to discharge him immediately? A. It is historic with us that a member of the union is presumed to be competent, and if he goes into a

shop where the work is over his head, and he doesn't perform, why, the foreman discharges him.

Q. Would you say that in general all of the subordinate unions of the International Typographical Union have members who are employed in shops which don't affect interstate commerce? A. There are some, yes.

Q. I take it the country has a good many small print shops in it where members of the I.T.U. are involved?

A. Yes. That is reflected in the fact that there are over four hundred of our eight hundred unions where we have twenty-five or less members.

Q. There has been a question raised here about the applicability of the constitution and by-laws of New York Mailers' Union No. 6.

What has been the general practice with respect to the applicability of the constitution and by-laws of local unions?

A. It has been a historic principle that the employer is not to be concerned with the internal affairs of the unions, either typographical or mailer. Since 1901, the phraseology has been standard in contracts that the local union laws not [613] affecting wages, hours and working conditions, and generally laws of the International Typographical Union shall not be submitted to arbitration.

Local union laws of any kind are not binding on an employer unless specifically stated in the contract. I know of none having that provision in them.

Q. We have discussed here before this clause which makes reference to the general laws of the International Typographical Union.

Do I understand your testimony to be that similar provisions are not made with respect to any rules adopted by local unions? A. They are not made, that's right.

Q. So that the practice in the industry has been that general laws of the I.T.U. may govern conditions not speci-

fically covered by the contract, but not any local laws which may be adopted by subordinate unions? A. That's right.

Q. Mr. Richman read to you certain articles in which you made reference to the general laws of the International Typographical Union throughout the course of the year 1957.

Were those remarks made after the adoption of Article 14 of the general laws?

Mr. Richman: Could I have that question again, please?

[614] Trial Examiner: Read the question.

(Question read.)

A. I think he read from the 1957 convention proceedings, so the answer, then, is yes, because the amendment of Article 14 to the general laws was made, I think, in 1953.

Q. Were your references to the general laws made with article 14 in mind? A. Article 14 in the Taft-Hartley Law has been in my mind since adopted in 1947.

As such, they share in the benefits of the union printer's home. The per capital tax of the union is divided as between upkeep of the general fund and upkeep of the union printer's home. If they come down with T.B., or anything else in their apprenticeship, we take them to the home [615] and keep them there until we get them in shape to go back to the trade.

There is one theme through all these seven years that seems to be that we are wrong per se, and I take the position, and have taken it, that we are right per se, in everything we do, and we are fortunate in having the respect and admiration of good thinking people throughout the country because we do those things.

Now, the thought that we pressure an apprentice to become a member of the union is rather ridiculous. They are all very happy to do as soon as they can.

Q. As I understand your testimony, at a time that a per-

son is selected to become an apprentice he cannot at that time be a union member, can he? A. No.

Q. Throughout the first year of his apprenticeship, he is not eligible for union membership? A. No.

Q. So that any element of potential discrimination because of union membership or non-membership in the selection of apprentices is quite out of the question, is it not?

Q. (By Mr. Van Arkel) Since the passage of the Taft-[616] Hartley Act, Mr. Randolph, have you, to your knowledge, approved for submission, or as a final agreement, any contract which did not spell out the meaning of the word "journeyman"? A. May I have that question again, please?

Trial Examiner: Read the question.

(Question read.)

A. Not to my knowledge.

Q. I take it, then, that the provisions similar to Section 20(b) of the agreement with the New York Mailers' Union No. 6 have been standard throughout the industry since 1947? A. I would say so, yes.

Q. Calling your attention to the clause which refers to the general laws, I believe you have already testified that that clause contains language not in conflict with this contract? A. Right.

Q. So that if any general law of the International Typographical Union purported to impose different conditions than those provided by the contract, the contract would govern, would it not? A. It would, yes.

Q. Quite apart from any question of their legal validity?

A. Right.

[618] Q. (By Mr. Van Arkel) We have had some previous testimony, Mr. Randolph, about the litigation involving the I.T.U. which began in late 1947.

In the course of that litigation, did representatives of the General Counsel undertake specifically to challenge the legality of certain laws of the International Typographical Union?

A. Many of our laws were so challenged.

[619] Mr. Van Arkel: I would like to make an offer of proof.

Trial Examiner: Let me suggest that you make it in question and answer form.

Mr. Van Arkel: Yes, sir.

Q. (By Mr. Van Arkel) Mr. Randolph, will you state some of the provisions of the general laws which were attacked by the office of the General Counsel in the course of that [620] litigation? A. They attacked the requirement that apprentices take the oath to the I.T.U.; that they study the course of lessons in printing.

They attacked the law requiring that a joint apprentice committee be set up for the training and education of apprentices.

They attacked the law that provides that I.T.U. laws are not to be subjected to arbitration, and that vacations are not to be eliminated through arbitration.

They stated that those provisions of the law were illegal which provided that contracts when entered into must be in accord with I.T.U. law, and must be approved as such by the I.T.U. president.

They attacked as unlawful the law which reserves to members the right to refuse to work on unfair or struck goods.

They claim that the law requiring that composing room work be done by journeymen and apprentices was illegal.

They objected to the law which defines the jurisdiction of the International Typographical Union, and which pro-

vides that the foreman is the only recognized authority in the composing room.

They claim that the law dealing with appeals and discharge cases was illegal.

They claim that all priority laws of any nature were [621] unlawful.

They attacked those provisions of the law which give members of the I.T.U. the right to employ substitutes.

They claim that the law that foremen and journeymen must be I.T.U. members in good standing was unlawful.

They attacked as unlawful the law dealing with the reproduction of advertising matter.

In addition to those major ones, they attacked a host of minor laws.

Trial Examiner: Does that conclude the offer of proof?

Mr. Van Arkel: No, sir.

Q. (By Mr. Van Arkel) Subsequently, when those matters came to the Board or to the Courts, Mr. Randolph, did the Board or any Court enter any finding that any specific law of the International Typographical Union was contrary to the Taft-Hartley Act?

Trial Examiner: Aren't you asking this witness to testify —

Mr. Richman: That is part of the offer of proof.

Trial Examiner: That is what I understand.

A. I don't recall any specific law was held to be illegal.

Q. (By Mr. Van Arkel) As a matter of fact, at least one of the laws you mentioned, namely, that relating to the [622] reproduction of advertising matter, was specifically found to be lawful, was it not? A. Yes.

Q. In light of that experience, I will again put the question to you:

State whether or not it would be possible for the I.T.U. or its officers, to specify exactly which laws and under what

circumstances, might not be validly applied. A. We couldn't do that.

Mr. Richman: Mr. Van Arkel, could you tell me when you have completed your offer of proof?

Mr. Van Arkel: Yes, I will.

Q. (By Mr. Van Arkel) These laws, Mr. Randolph, you have already testified, were adopted by delegates to the convention of the International Typographical Union?

A. Or by a referendum vote.

Q. As such, are they internal laws of the union, affecting the relationship between the members of the union and their relationship to the International Typographical Union, as well as affecting working conditions? A. Yes.

Q. In any of this earlier litigation, was any limitation placed by any order of the Labor Board or the Courts on the right of the delegates to conventions, or members by referendum vote, to decide which laws they would adopt for their own. [623] governments? A. No.

Mr. Van Arkel: That ends the offer of proof.

Mr. Richman: I move that it be rejected.

Trial Examiner: I will reject the offer of proof.

Q. (By Mr. Van Arkel) Mr. Randolph, at the conclusion of the agreement between the Publishers' Association of New York City and New York Mailers' Union No. 6, there appears in typewritten form a statement signed by you, which reads:

"In order to comply with International Typographical Union laws and procedure only, and without affecting the rights of the Publishers, this agreement is approved as being in compliance with the laws of the International Typographical Union as limited by the Taft-Hartley Law, and the undersigned, on behalf of the Executive Council of the International Typographical Union, hereby pledges as a matter of union policy only its full authority under its laws to the fulfillment thereof without becoming a party

thereto and without assuming any contractual liability as a party."

Now, specifically was this language, "the laws of the International Typographical Union as limited by the Taft-Hartley Law" designed to carry out the provisions of Article 14 of the general laws? A. Yes.

Q. For how long a period of time has this form of [624] clause been in use? A. That form has been in use since the Taft-Hartley Law was adopted.

Mr. Van Arkel: That is all I have.

Trial Examiner: You read from what exhibit?

Mr. Van Arkel: It is in Exhibits 2 and 3 of General Counsel.

Mr. Richman: I have two or three questions.

Recross Examination

XQ. (By Mr. Richman) Mr. Randolph, I believe you said that the union considers that its members are presumptively competent? A. No. I said we presume they are competent.

XQ. I am sorry; you are correct.

Therefore, you expect the foreman to hire them, at least to put them on in the first instance, isn't that correct, when they appear for work? A. Well, I don't know what you mean by "in the first instance."

XQ. If a man shows — A. If he needs help, he hires him.

XQ. The foreman is expected to hire a member when he shows? A. Obviously, he is expected to hire a member if a member shows. If there are other people showing who have priority [625] over them, he would hire the other people with the priority over them.

XQ. Will you look at this Section 18 of the New York Mailers' contract, which is General Counsel's Exhibit 3?

Am I not correct in saying that this section refers to

people who you would consider substitutes, or who you would term substitutes? A. Do you mind if I read it aloud?

Trial Examiner: It is already in the record.

Mr. Richman: It would burden the record if you did that.

Trial Examiner: Just read it to yourself. It is already in as evidence.

(Witness examines document.)

The Witness: That refers to—while it says “extras,” it refers to what I would consider journeymen.

[626] XQ. (By Mr. Sugarman) Mr. Randolph, do you have any knowledge as to whether or not the so-called casual extras are paid the fifty cents as the substitutes are, or the journeymen are? A. No, I have no knowledge of it.

XQ. You have no knowledge of their not being so paid?

A. That's right.

XQ. Does the union alone have control over the quick upgrading of apprentices to journeyman status in the two-year period instead of the six years? A. Apprentices may only be upgraded to a maximum of twenty-four months out of the six years, and then only on approval of the foreman, the local union, and the president of the International Union.

XQ. Is it not required generally, as it is in the case of our local contract, that this would be subject to the joint apprenticeship committee's approval? A. Where there is a joint apprenticeship committee, that would be the committee that would exercise the approval.

XQ. Isn't one of the emergency situations taken into [627] consideration in the interest of the Publisher, apart from the interest of the union, that due to military service, upon which so many apprentices have entered, and their veteran rights, the ratio of apprentices to journeymen not be put in imbalance when all the apprentices return at once?

XQ. (By Mr. Sugarman) If you know about that consideration at all, tell us; and if you don't, you might say so.

A. The returning service man caused considerable upgrading because they tried to make up in their training for lost time while they were in the service. That was the purpose of increasing the amount that they could be upgraded from one year to two years within the last two or three conventions.

The upgrading of apprentices helped supply journeymen, [628] but where there was not enough apprentices to meet the growing needs, and the employer hired people just willy-nilly, some of them who worked long enough and often enough acquired enough competency that the employer was willing to accept them, and then, under the Section I read, subsection (g) Section 3 of Article 16 of the by-laws of the I.T.U., local unions were permitted to accept them as members.

[629] XQ (By Mr. Van Arkel) Just in line with what Mr. Sugarman was inquiring about, Mr. Randolph, do contracts generally provide that substitutes get paid less than journeymen? A. No.

XQ. Or that apprentices get paid less than journeymen? A. Apprentices are on a graded scale, usually beginning with forty percent the second year, and running to ninety-five the fifth year.

XQ. So, if an apprentice were upgraded to a journeyman, it would mean that he would be entitled to higher wages? A. Right.

XQ. The employer would have to pay the higher wages? A. Right.

XQ. The consent of the employer is therefore essential to upgrade an apprentice to a journeyman? A. Right.

Mr. Van Arkel: That is all.

Trial Examiner: Any further questions?

[630] Mr. Van Arkel: I object to that. We have concluded with the testimony of Mr. Randolph and now we hear that the complaint is going to be amended.

Mr. Van Arkel: This is an awfully late time to do it when the principal witness on this matter has concluded his testimony.

Trial Examiner: With the General Counsel's statement that he has no further questions.

Mr. Van Arkel: That doesn't help my situation.

[631] Trial Examiner: Your objection is noted for the record.

[631] *Further Redirect Examination*

Q. (By Mr. Van Arkel) Mr. Randolph, do you have with you a copy of the laws? A. Yes.

Q. Are you looking at the 1956 laws? A. Yes.

Q. Reference has been made here to Article 1, Section 3 of the general laws, which states that: "Upon application of apprenticeship, all such apprentices must subscribe for and complete the lessons in unionism within ninety days within the date of registration as provided in Section 10 of this article."

Are the course of lessons in unionism referred to there the same as those referred to in Section 10 of Article 1, Mr. Randolph? A. Yes.

XQ. Notably, this course of lessons should include the course on trade unionism? A. Yes.

[632] Q. I note that Section 10 states that: "Beginning with the second year, apprentices shall be enrolled and complete the International Typographical Union course of lessons in printing."

Is that also the requirement of Section 3? A. Section 3 is to exempt mailer and machinist apprentices from the course of lessons in printing for printers. It requires that they should take the lessons in unionism, and they take them at the beginning of their second year when they apply for apprentice membership.

In other words, if they apply for apprentice membership, they subscribe for the lessons in unionism, which is a part of their requirement for apprentices.

Q. If they are printer apprentices, also for the course of lessons in printing; is that correct? A. Right.

Q. Does that requirement apply to an apprentice who does not apply for apprentice membership? A. No, it wouldn't, although I don't know of any that haven't applied. It wouldn't apply if he didn't want to apply for apprentice membership.

Q. Is there anything in the laws which requires apprentices to become members of the I.T.U.? A. No.

Turning to Section 7 of Article 1, "At the end of the [633] first year, if the apprentice proves competent and the foreman and apprentice committee recommend him for apprenticeship membership, he must be admitted into the union as an apprentice member."

Does that mean that the local subordinate union has no choice but to admit him if he applies? A. All things being proper as regards his character and competency to become a printer; that is if there is no argument about it. Actually, I have known of no argument about it. There have been no appeals that have come up on that point. Inasmuch as the union and the employer are represented in the recommendation, it just operates automatically.

Q. But if the apprentice were otherwise qualified, I take it the meaning of Section 7 is that a subordinate union must admit him into the union as an apprentice member?

A. Yes.

Q. Does Section 7 require that apprentices become members at the end of the first year? A. No.

Q. Turning to Article 7, Section 2, in machine offices under the jurisdiction of the International Typographical Union, is there any distinction between the word "jurisdiction" as used in the general laws of the I.T.U., and specifically in this section, and the term "appropriate bargaining unit"?

[634] A. No. We have been using the words "jurisdiction," and the "appropriate bargaining unit" together in our contracts.

I must say that the sections mentioned do not indicate all of the work procedures over which we exercise jurisdiction. That is found in other sections of the general laws.

Q. You say that it has been common practice in contracts to include a provision that "the jurisdiction of the unit and the appropriate unit for collective bargaining are defined as", and then specifying the particular work tasks covered thereby? A. Yes.

Let me add that the word "jurisdiction" is handled two ways in the book of laws. We refer to a geographical jurisdiction of a local union as the corporate limits of the city within which it is located, unless it is extended by authority of the council.

That word "jurisdiction" refers to geography.

Trial Examiner: Territory?

The Witness: Yes.

The other one refers to work processes.

Q. (By Mr. Van Arkel) Would it be possible to enter into a collective bargaining agreement without defining what jurisdiction was covered by such an agreement?

Mr. Richman: Objection, unless it is made more specific. Has any local ever entered into that [635] agreement — anything is possible.

Trial Examiner: To your knowledge?

A. We will say it is not legal for any union to do that.

The jurisdiction must be covered in any contract that is approved by the president of the I.T.U.

Q. (By Mr. Van Arkel) If a collective agreement is to have meaning, is it true that that collective agreement must spell out the work tasks which are to be covered by the agreement? A. That is true.

Further Recross Examination

[636] XQ. It is not issued to any apprentice who has not become a member? A. It wouldn't be. You are asking about something that I don't know has ever happened. I can only say that if an apprentice refused to make application for apprentice membership, it wouldn't interfere with his continuity as an apprentice, but he wouldn't be getting a working card as a union apprentice member.

A union journeyman has a working card in his possession at all times.

XQ. Am I correct, then, in assuming that without such a working card, an apprentice wouldn't be able to be employed in any shop? A. No. I just testified to the contrary.

XQ. I am showing you General Counsel's Exhibit 3, Section 2(a), and I just want to check with you to see whether the term "appropriate bargaining unit" is used there in conjunction with jurisdiction. A. It doesn't appear to.

XQ. Therefore, there are contracts which you have approved which don't contain those two phrases which you say usually are found in contracts? A. Obviously, this one is. We generally try to get it [637] in there. It is not so vital that we would stop a contract for not having it in there.

HARRY S. DUFFY

[1070] called as a witness by and on behalf of the Intervenor, and having been first duly sworn, was examined and testified as follows:

Direct Examination

[1071] Q. (By Mr. Van Arkel) Give the reporter your full name, please. A. Harry S. Duffy.

Q. What is your address? A. 36-46 Bernard Drive, Wantagh, Long Island.

Q. Where are you presently employed? A. At the headquarters of the New York Typographical Union No. 6.

Q. In what capacity? A. I am the assistant benefit clerk.

Q. Is that a full-time job? A. Yes, sir, it is.

Q. Do you presently hold priority in any newspaper in New York? A. No, sir, I don't. I hold a priority in a commercial shop.

Q. Where do you hold the priority? A. At Publishers' Printing, Rogers-Kellog Corporation.

Q. When you finish your stint with the union, will you be able to go back to work in your priority order at that shop? A. Yes, sir, I will.

Q. What are your duties in the position you have described? A. As the assistant benefit clerk, I am in charge of the [1072] employment bureau of Typographical Union No. 6.

Q. Will you tell us in a few words how that operates? Mr. Richman: May I object to that?

As far as I know, Typographical Union No. 6 does not concern itself with mail rooms.

Trial Examiner: Let's see what this leads up to. I will permit the question at this time.

A. Briefly, the operation of the employment bureau

works on the basis that various employers — that is, commercial shops in the city — will call up the employment bureau asking for help of any particular nature.

At the same time, various unemployed people will come to the employment bureau trying to be placed in a particular shop so that I will try to be the liaison individual, so to speak, between the employer on the one hand who is looking for help, and the unemployed man who is seeking work.

Q. Do you ever have requests for assistance from persons who are not members of the International Typographical Union? A. I have had seen such cases arise, sir.

Q. If such person makes application to you for help, what do you do? A. If the individual is a non-member of the union, or a non-union journeyman, I will refer him to the organizer, who will refer him to the New York School of Printing where a competency test will be given him. [1073] The results of the test are sent to the union organizer. If he has passed that test, the man is referred to me, and if at that particular time there is a call from an employer, we will send that man out to cover the job.

Q. Have you sent such persons who were not members of the union out to work when they have demonstrated their competency? A. Yes, I have.

Q. Are you familiar with this School for Printing?

Mr. Richman: I want to note a continuing objection, if you didn't understand it as such, to this whole line of questioning.

Trial Examiner: Is it a fact that this employment bureau does not cover mailers?

Mr. Van Arkel: That is correct.

Trial Examiner: Then what is the relevancy here?

Mr. Van Arkel: The evidence already shows that the contract provisions which deal with printers are substantially identical with those which deal with mailers.

I am attempting to show here that these contractual provisions in New York do operate non-discriminatorily to allow non-union journeymen to be placed in jobs.

Trial Examiner: If this practice does not apply to mailers, how will that be relevant?

Mr. Van Arkel: To show that these contractual provisions can be and are lawfully applied.

[1074] Trial Examiner: You are referring to the I.T.U.?

Mr. Van Arkel: Yes. This is in behalf of the I.T.U., to show the legality of these proceedings.

Trial Examiner: I will overrule the objection.

Q. (By Mr. Van Arkel) Are you familiar with the School of Printing, Mr. Duffy? A. Generally speaking, I am, yes.

Q. Who are the persons who give these competency tests?

A. The people who give the tests are employees of the Board of Education of the City of New York.

Q. Does this school operate under the Supervisor of the Board of Education of New York City? A. Yes. Actually, it is under the direct supervision of the Board of Education, and — yes, that's it. It is direct supervision of the Board of Education.

Q. Do you know from what sources it gets its funds, the school? A. I imagine that the direct source comes from the tax structure of the City of New York.

Mr. Richman: Is that so, or is this witness just imagining?

The Witness: Actually, when you talk about the school being under the direct supervision of the Board of Education, that it is. However, if you talk about, or if you bring into the picture the system under which our apprentices receive their training at the school, then it is also jointly paid for by the union, and also jointly paid for by the employer.

So, in a sense it could be considered a three-way set-up. But it is constantly under the supervision of the Board of Education.

Q. (By Mr. Van Arkel) Are apprentices at the trade — do they go to school there five days a week? A. Would you repeat the question?

Q. Do apprentices at the trade attend this school five days a week? A. No, they don't. Actually, what the provisions are is that apprentices go to school one day a week, half of which time is on the employer's time, and the other half is on the apprentice's time.

Q. Is this a form of supplementary education in addition to their experience on the job? A. Yes. That is its main purpose, to supplement their training.

Q. Do they have at this school the equipment and machinery necessary to give these competency examinations that you described? A. Yes, sir, they do.

[1076] Mr. Van Arkel: That is all I have.

Trial Examiner: Do you have any questions, Mr. Sugarman?

Mr. Sugarman: No, I have none.

Cross Examination

XQ. (By Mr. Richman) Mr. Duffy, who again do you say you send to the school of printing for competency examinations? A. Who do we send?

XQ. Yes. A. Actually, the membership committee will refer applicants for membership to the school for their competency tests. Also, the representatives, or the organizers, will refer non-union journeymen to the school for their competency tests. The apprentices take their competency tests there, too.

XQ. I think you said that if a non-member comes to you looking for work, you refer him to the organizer? A. That is true.

XQ. And the organizer will then send him to the school for a competency test? A. That is correct.

XQ. Is it not true that your employment bureau gets requests for assistance in finding work for members of the union coming in from outside New York City looking for positions? A. Occasionally it happens that members of the union [1077] who come in from other jurisdictions will come in to see me and see what the work situation is.

XQ. Normally, then, do I take it that members coming in to the city won't come to your bureau? A. Yes, sir, that's right.

XQ. Most of these members coming in from outside the city go to look for work on their own at the various shops of the city? A. They may answer ads in the newspapers, the help wanted ads; and sometimes they come to me.

XQ. Isn't the method usually used by these members coming in from outside the city to go themselves to the various shops where they think they would like to work, or where they think they can find employment? A. I think if there is such a thing as an average, the general man who comes into the jurisdiction in New York may not be familiar with the various shops, and accordingly he will come in to me for whatever help or assistance I can give him, because he may not know where the plants are. He will ask directions how to get to those places, and things like that.

XQ. When a member does come in to you looking for work, do you refer him to the organizer? A. If a member comes in?

XQ. Yes. [1078] A. No, I don't refer him to the organizer.

XQ. Is this man sent to the New York School of Printing for a competency examination? A. No, he is not.

XQ. You assume that he is competent; is that correct? A. I assume that he is competent on the basis that he holds membership in the union.

OLD CONTRACT

Section 3.

Day work shall be between 7 a. m. and 6 p. m. Night work shall be between 6 p. m. and 7 a. m.

Section 4.

When necessary, owing to the exigencies of business, there may be arranged a split shift of seven and one-half hours extending from day to night or from night to day. Pay for such work shall be at the regular night rate. An extraordinary or "lobster" shift between 9 p. m. and 9 a. m. shall be fixed by mutual agreement as to wages.

Section 5.

All journeymen shall receive not less than at the rate of \$96.00 a week, \$19.20 a shift, \$2.56 an hour for day work; and not less than at the rate of \$100.00 a week, \$20.00 a shift, \$2.66 2/3 an hour for night work from January 1, 1953 to December 31, 1953. They shall receive not less than at the rate of \$99.00 a week, \$19.80 a shift, \$2.64 an hour for day work, and not less than at the rate of \$103.00 a week, \$20.60 a shift, \$2.74 2/3 an hour for night work from January 1, 1954 to December 31, 1954.

Section 6.

Nothing herein contained shall be construed as reducing the hourly wage of those on any job getting more than the scale calls for.

Section 7.

The minimum scale for apprentices shall be in proportion to the journeymen's scale for day and night work as follows:

	First Six Months	Second Six Months
First Year	40%	46%
Second Year	52%	58%
Third Year	64%	70%
Fourth Year	76%	82%
Fifth Year	90%	90%
Sixth Year	90%	90%

Section 8.

Any member, who, by reason of advanced years or other causes may not be capable of producing an average amount of work, may by agreement between the employer and union be employed at less price than is called for by this scale.

ARTICLE III

Section 1.

Apprentices may be employed in the ratio of one to every five journeymen regularly employed on each regular shift until four apprentices have been employed, then the ratio shall be one to every ten journeymen. No office will be permitted more than ten apprentices. Apprentices shall at all times be under the same supervision and control of the foremen as other employees in the composing room.

Section 2.

Apprentices shall be not less than 18

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Section 4.

When necessary, owing to the exigencies of business, there may be arranged a split shift of six hours extending from day to night or from night to day. Pay for such work shall be at the regular night rate. An extraordinary or "lobster" shift between 9 p. m. and 9 a. m. shall be fixed by mutual agreement as to wages.

All journeymen shall receive not less than \$112.00 per week for day work and not less than \$128.80 per week for night work.

Payment of wages shall be made weekly in cash of convenient denominations not later than 48 hours after the close of the composing room fiscal week.

When bank holidays fall on a pay day, members shall be paid off on their preceding working shift.

When any slide day of employees falls on pay day the slide employees shall be paid on the preceding working day.

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SAME AS OLD CONTRACT

Section 2.

Apprentices shall be not less than 18

XQ. You won't make the same assumption with respect to a person who is not a member and comes to you for assistance? A. No, I won't make that assumption.

May I elaborate on that?

XQ. Not for my benefit at this time. A. All right.

Mr. Richman: No further questions.

Redirect Examination

Q. (By Mr. Van Arkel) Mr. Duffy, is the examination that is given to persons that you refer to the School of Printing the same examination which is given apprentices before they can qualify for journeymen members in the union? A. Yes, sir, it is.

Q. You wanted to add something to your answer about the reasons why you assumed that persons who don't have a card in the union must take an examination? A. I wanted to say that a member of the International Typographical Union, before he did become a member of the [1079] union, had to pass an examination. That examination precluded that if he passed, it stated that he was competent.

With the non-union journeyman, we don't know exactly how many years he may have had at the trade at that particular time, and we don't know if he is competent. Therefore, that is why we do have to send him for a competency test.

Q. Have there been cases where some of these men have failed to pass the competency test that was given them? A. Yes.

Q. Do you have any figures on that? A. I can say this, and it will have to be general: Under the contract, the employer has the right to send anybody up to the school, any non-union journeyman up to the school, to take a test. There may possibly have been at least fifty such people referred to the school since the language in the contract is as it is.

Approximately half of these people failed their test, and the other half passed it. Those who did pass their tests went to work immediately in the shop from which the management or the foreman sent them.

Mr. Van Arkel: That is all I have.

Recross Examination

XQ. (By Mr. Richman) I take it — and correct me if I am wrong — that all those who passed the tests were then offered membership in the I.T.U.? [1080] A. I would say that all those who passed their test sought membership in the I.T.U.

XQ. The competency examination that members take are different in different cities; is that so? A. I am inclined to think so, yes.

XQ. You wouldn't know, therefore, exactly what the examination in a city like San Francisco entailed, would you? A. No; I have never seen their examination.

XQ. However, you still presume that a member coming from San Francisco is competent to work in New York City; is that correct? A. Yes. I would say that he was competent for the simple reason that the examination, having been given by printers, that they possibly are the best judge of what a competent printer is, in the same sense that a carpenter would be the best judge of who a competent carpenter was, or a lawyer would be the best judge of who competent lawyers were.

Mr. Richman: I have no further questions.

XQ. (By Mr. Van Arkel) Were all of those who passed this competency test given membership in the International Typographical Union when they made application? A. The local union rejected three of their applications for membership. Under the laws of the union, the rejected applicant for membership has the right of appeal to the [1081] executive council of the International.

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foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch, they must be advanced to other classes of work. Arrangements must be made to have apprentices in their fifth and sixth years instructed on any and all type-setting and type-casting devices in use in the office where they are employed. If when an apprentice reaches the beginning of his sixth year, he has not been afforded opportunity to learn the various type-casting devices in said office, he shall be permitted to spend at least three (3) hours each day during his sixth year being instructed on said devices.

Section 3.

Foremen and chairman will comprise joint committees charged with the duty and responsibility of making provision for the proper training of apprentices. They shall see to it that every opportunity be given to learn each and every branch of the trade with the end in view of turning out finished, competent, all-around journeymen at the completion of apprentices' training period.

Duties of apprentices shall include only composing room work and they shall not be used in any other capacity.

Failure on the part of either the Foreman or Chairman to comply with this section shall immediately be taken up by the parties hereto, and an arrangement provided for the proper care and training of apprentices as intended in this section.

The party of the first part will in no way hinder the Union in its appointment of a committee to observe and record the work and progress of apprentices, said committee to assist the Chairman in their evaluation of an apprentice's progress.

Section 4.

Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Section 5.

UNION PROPOSAL

foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch, they must be advanced to other classes of work.

The following schedule shall be observed for the proper training of apprentices:

First Year—Proofing and correcting galleys; sorting and storing leads, slugs, base furniture, cuts and other materials; learning various type sizes and faces; holding copy and assisting proofreaders.

Second Year—Use of base, flat casts and electros; use of saws, mitering, galleys, and material-making equipment; ad composition, including proportion, display, use of borders, ornaments, grouping of type masses and relationship of type faces and their uses.

Third Year—Advanced ad composition; placing of ads; makeup of news, editorial and classified pages; lockup of forms for stereotype room; operation of type casters and material-making machines.

Fourth Year—Markup of all classes of copy for machines; layout of ads, including color work; advanced phases of general composing work; reading of all classes of proofs.

Fifth Year—To be spent in learning all line-casting machines used in composing room—Linotype, Intertype, etc.

Sixth Year—Entire sixth year to be spent on advanced operation of all line-casting machines or any other machinery or equipment which functions as a substitute for or the evolution of the typesetting process.

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The International, or the executive council, reversed the local union on two particular instances, and ordered the local union to admit the two applicants to membership.

In the third instance, the executive council of the International sustained the local union in not admitting the one man that it had rejected to membership. However, this man has continued to work in the composing room under the same situation as anybody else.

XQ. Did those who passed this competency test go to work before their applications for membership were passed on by the local union? A. Yes, sir, they did.

Mr. Van Arkel: That is all I have.

Trial Examiner: Anything further?

XQ. (By Mr. Richman) I believe Mr. Randolph told us, and I would like to confirm, that this one man who wasn't admitted to membership had performed an act which the union considered of a serious nature, and that would definitely disqualify him for membership? A. He did.

GENERAL COUNSEL'S EXHIBIT 2

WORCESTER TYPOGRAPHICAL UNION

NO. 165

Instituted 1885

Meets First Sunday in the Month

Worcester, Mass.

Aug. 21, 1956

Mr. Richard C. Steele, Gen. Mgr.
Worcester Telegram Publishing Co.
22 Franklin Street
Worcester, Mass.

Dear Mr. Steele, .

In compliance with the Taft-Hartley Law, Section 8 (d) (1), you are hereby notified that sixty days hereafter any agreement, written, verbal or implied, or any conditions of employment or other understanding now in effect between the Worcester Telegram Publishing Co. and Worcester Typographical Union No. 165 will terminate.

We hereby offer to meet with you for the purpose of negotiating an agreement with respect to wages, hours and other terms and conditions of employment.

Two copies of our proposal are enclosed. Additional copies are available if desired.

Respectfully yours,
(signed) James J. Quinn
President

OLD CONTRACT

THIS AGREEMENT, made and entered into this twenty-seventh day of March 1953 by and between the WORCESTER TELEGRAM PUBLISHING COMPANY, through its authorized representatives, the party of the first part, and WORCESTER TYPOGRAPHICAL UNION No. 165, by its officers, or a committee duly authorized to act in its behalf, party of the second part, shall be effective beginning January 1, 1953, and ending December 31, 1954.

ARTICLE I

Section 1.

Party of the first part hereby recognizes the party of the second part as the exclusive bargaining representative of all employees covered by this Agreement. The words "employee" and "employees" when used in this contract apply to journeymen and apprentices.

Section 2.

All composing room work shall be performed only by journeymen and apprentices. Apprentices may be employed only in accordance with the ratio of apprentices to journeymen provided in Article III of this contract.

Section 3.

The jurisdiction of the Union is defined as including all, composing room work in shape covered by this contract and includes classifications such as hand compositors, type-setting machine operators, make-up men, bank men, ad men, proofreaders, machinists for typesetting machines, operators, and machinists on all mechanical devices which cast or compose type or slugs.

Section 4.

The party of the first part agrees that it will not, during the life of this contract, in-

UNION PROPOSAL

THIS AGREEMENT, made and entered into this _____ day of _____, 1956, by and between the WORCESTER TELEGRAM PUBLISHING COMPANY, through its authorized representatives, the party of the first part, and WORCESTER TYPOGRAPHICAL UNION NO. 165, by its officers, or a committee duly authorized to act in its behalf, party of the second part, shall be effective beginning Oct. 1, 1956, and ending Dec. 31, 1957.

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Section 3.

① Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing room work and includes classifications such as: Hand compositors; typesetting machine operators; makeup men; bank men; proofpress operators; proofreaders; machinists for typesetting machines; operators and machinists on all mechanical devices which cast or compose type, slugs, or film; operators of tape perforating machines and recutter units for use in composing or producing type; operators of all phototypesetting machines (such as Fotosetter, Photon, Linofilm, Monophoto, Coxhead Liner, Filmotype, Typro, and Hodgeo); employees engaged in proofing, writing, and paste-make up with reproduction proofs, processing the product of phototypesetting machines, including development and washing; paste-make up of all type, hand lettered, illustrative, border and decorative material constituting a part of the copy; ruling, chase-proofing; correction, alteration and insertion of the paste-make up serving as the corrected copy for the camera used in the plate-making process. Paste-make up for the camera used in this paragraph includes all photo-liths and prints used in offset or letterpress work and includes all photo-liths and positive proofs of illustrations (such as Velox) where positive proofs can be supplied without sacrifice of quality or expenditure of effort. The Employer shall make no other contract covering work as described above, especially no contract using the word "striking" to cover any of the work above mentioned.

Section 4.

Unless otherwise specified in this agreement all typesetter tape shall be perfor-

OLD CONTRACT

UNION PROPOSAL

Section 5.

The operation, authority, hiring for and control of each composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a member of the Union. In the absence of the foreman, the foreman-in-charge shall so function. Provided: That nothing in the section shall be construed to conflict with the right of the members holding situations to employ competent substitutes without consultation or approval of foremen.

All time covered by this Agreement belongs to the office and employees shall (temporarily or permanently) perform any duties performed by journeymen and apprentices assigned to them by the foreman. No man shall be allowed to leave the office during working hours except with permission of the foreman.

The Union shall not discipline the foreman for carrying out written instructions of the publisher or his representatives authorized by this Agreement.

The foreman shall not be subject to the maximum hours of a day or night shift provided for in this contract, nor shall he be limited to the maximum days per week set forth in this contract; Provided that if the foreman performs any duties of a journeyman, then he shall be classified as a working foreman, and shall be governed by the same rules as apply to journeymen.

SAME AS OLD CONTRACT

Section 6.

In view of the agreement in Section 2 hereof that only journeymen and apprentices are to be employed, and since it is the desire and intent of the parties to assure, as far as possible, the continued maintenance of a high degree of skill in the journeyman classification and a corresponding high degree of quality and quantity of production, it is mutually agreed that journeymen are defined as: (1) Persons who, prior to the effective date hereof, worked as such in the composing rooms of employers signatory to this contract; (2) Persons who have completed approved apprentice training as provided in this contract, or have passed a qualifying examination under procedures heretofore recognized by the Union and the employers; (3) Persons who have passed an examination recognized by both parties to this contract and have qualified as journeymen in accordance therewith. Persons seeking to qualify as journeymen shall be given an examination under non-discriminatory standards and procedures established by the parties hereto (or the Joint Standing Committee) by impartial examiners qualified to judge journeyman competency selected by the parties hereto (or the Joint Standing Committee.) In the event agreement cannot be reached on the standards or procedures to be followed, or the examiners to conduct such examinations, the dispute shall be submitted to _____; whose decision shall be final and binding on the parties. In hiring new journeymen employees, the foreman may not exclude as candidates for employment any individuals who have established competency as journeymen, but

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room. Third: Individuals concerning whose competency as journeymen the foreman has no reason to doubt, or persons who have registered for employment after having passed the examination hereinbefore mentioned.

Section 7.

This contract alone shall govern relations between the parties on all subjects concerning which any provision is made in this contract, and any dispute involving any such subjects shall be determined in accordance with Joint Standing Committee provisions.

The General Laws of the International Typographical Union, in effect January 1, 1953, not in conflict with state or federal law, shall govern relations between the parties on those subjects concerning which no provision is made in this contract.

Section 8.

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not affecting wages, hours or working conditions and not in conflict with law or this contract by any chapel or by the Union for the conduct of its own affairs.

It is agreed that fruitless controversies must be avoided and every effort made to maintain good feeling and harmonious relations. To accomplish this, both parties will in every instance give prompt attention to disputes and will in good faith endeavor to settle all differences by conciliation. Under all circumstances business shall be continued in a regular and orderly manner, without interference or interruption, pending a decision.

Section 9.

The party of the first part agrees not to require employees covered by this Agreement to process material received from or destined for a job shop or newspaper plant in which an authorized strike by or lockout of a subordinate union of the International Typographical Union is in progress. The Union will give the publisher twenty-four (24) hours notice that a strike or lockout is in progress before the processing of materials may be stopped in accordance with the foregoing provision.

Section 10.

A standing committee of two representatives appointed by the party of the first part, and a like committee of two representatives appointed by the party of the second part, shall be maintained; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this Joint Standing Committee shall be referred all discharge cases and all disputes which may arise as to the construction to be placed upon any clause of the Agreement, except as provided otherwise herein, or alleged violations thereof, which cannot be settled otherwise, and such Joint Standing Committee shall meet within ten days from the date on which any question of differences shall have been referred to it for decision by the ex-

UNION PROPOSAL

Change for Second Paragraph

The General Laws of the International Typographical Union, in effect at the time of execution of this agreement, not in conflict with state or federal law, shall govern relations between the parties on those subjects concerning which no provision is made in this contract.

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SAME AS OLD CONTRACT

OLD CONTRACT

ment to appoint two arbiters, and the four to agree upon a fifth.

The Board of Arbitration thus formed shall proceed with all dispatch possible to settle the dispute. It shall require the affirmative votes of at least three of the five members of the Board of Arbitration to decide the issues, and the decision of the local Board of Arbitration in all cases shall be final and binding on the parties hereto. The decision of the Board of Arbitration shall be legal and binding when signed by a majority.

If a discharged member be reinstated by the Joint Standing Committee, said member shall be paid for lost time. Provided, in no case shall reimbursement be in a sum greater than the working time actually lost multiplied by straight time rates therefor, as provided in the contract. From this amount shall be deducted all earnings elsewhere.

Provided: That local Union laws not affecting wages, hours or working conditions and herein accepted general laws of the International Typographical Union shall not be subjected to arbitration.

Section 11.

It is agreed that if any terms affecting wages, hours or working conditions, better than or different from those given in this Agreement, or any concessions whatever are allowed by Worcester Typographical Union No. 165 under contract to any publisher of a Worcester daily or Sunday newspaper or Shopping News or Guide during the life of this Agreement, those said better or different terms or concessions, all or in part, at the option of the office desiring them, shall be allowed immediately by the Union to the publisher.

ARTICLE II Wages and Hours

All work by machine or hand shall be on a time basis as follows:

Section 1.

Seven and one-half hours shall constitute a day's work; five days shall constitute a week's work.

Section 2.

UNION PROPOSAL

SAME AS OLD CONTRACT

Section 11.

It is agreed that if any terms affecting wages, hours or working conditions, better than or different from those given in this Agreement, or any concessions whatever are allowed by Worcester Typographical Union No. 165 under contract to any publisher of a Worcester daily or Sunday newspaper or Shopping News or Guide during the life of this Agreement, those said better or different terms or concessions, all or in part, at the option of the office desiring them, shall be allowed immediately by the Union to the publisher.

It is also agreed that if any terms affecting wages, hours or working conditions, better than or different from those given in this agreement, or any concessions whatever are allowed by a publisher of a Worcester Daily or Sunday newspaper or Shopping Guide under contract to Worcester Typographical Union No. 165 during the life of this Agreement, those said better or different terms or concessions, all or in part, at the option of the Union, shall be allowed immediately by the Publisher to the Union.

Section 12.

No employe covered by this contract shall be required to cross a picket line established because of an authorized strike by any other subordinate union of the International Typographical Union.

Section 1.

Seven hours shall constitute a day's work; five days shall constitute a week's work.

Section 2.

OLD CONTRACT

same shift equals the ratio prescribed in Section 1, Article III. At no time shall any apprentice have charge of a class of work.

Section 6.

Foremen and Chairmen shall confer periodically concerning progress of apprentices. Work of apprentices must show if they are entitled to the increased wage scale provided in this contract. At the end of the first year of each apprentice's training period he shall be judged concerning his fitness to continue at the trade. Should apprentice not measure up to proper standards he may be released and a new apprentice appointed in his place, provided both the Chairman and the Foreman on the shift during which the apprentice is employed are in agreement concerning his unfitness.

Section 7.

It is agreed that in order to better qualify apprentices to fulfill journeymen qualifications they shall be advised to subscribe for and complete the I. T. U. Course of Lessons in Printing, beginning said course at the outset of their second year.

Section 8.

No new apprentice shall be permitted to replace those who enlist in or are called for service in the military or naval service of the United States (or their allies) in time of war or for the duration of any period of national emergency proclaimed by the government of said countries, and no new apprentices will be permitted to replace those drafted in the military or naval services of the United States or Canada except upon new applicant signing an agreement stating that he is fully aware that he is taking the place of an apprentice who has been called to service, and that he agrees to vacate the job upon return of original apprentice from active service with the armed forces.

Provided, however, that when it is necessary thereafter to hire a new apprentice to fill the quota of apprentices in this office, the displaced apprentice, upon having proved himself capable of learning the trade in his one-year probationary period, shall be given first choice of the new job and shall receive full credit for all time worked in this office.

However, it is fully understood and agreed that second apprentice's right to work shall in no sense or at any time supersede or pre-date that of the returning serviceman-apprentice.

ARTICLE IV

Section 1.

UNION PROPOSAL

SAME AS OLD CONTRACT

SAME AS OLD CONTRACT

SAME AS OLD CONTRACT

Section 1.

Section 6.

In view of the agreement in Section 2 hereof that only journeymen and apprentices are to be employed, and since it is the desire and intent of the parties to assure, insofar as possible, the continued maintenance of a high degree of skill in the journeyman classification and a corresponding high degree of quality and quantity of production, it is mutually agreed that journeymen are defined as: (1) Persons who, prior to the effective date hereof, worked as such in the composing rooms of employers signatory to this contract; (2) Persons who have completed approved apprentice training as provided in this contract, or have passed a qualifying examination under procedures heretofore recognized by the Union and the employers; (3) Persons who have passed an examination recognized by both parties to this contract and have qualified as journeymen in accordance therewith. Persons seeking to qualify as journeymen shall be given an examination under non-discriminatory standards and procedures established by the parties hereto (or the Joint Standing Committee) by impartial examiners qualified to judge journeyman competency selected by the parties hereto (or the Joint Standing Committee.) In the event agreement cannot be reached on the standards or procedures to be followed, or the examiners to conduct such examinations, the dispute shall be submitted to _____, whose decision shall be final and binding on the parties. In hiring new journeymen employees, the foreman may not exclude as candidates for employment any individuals who have established competency as journeymen; but must recognize priority as follows: First, Regular situation holders. Second: Subject to established hiring practices, other journeymen who have worked in the composing

SAME AS OLD CONTRACT

Section 10.

A standing committee of two representatives appointed by the party of the first part, and a like committee of two representatives appointed by the party of the second part, shall be maintained; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this Joint Standing Committee shall be referred all discharge cases and all disputes which may arise as to the construction to be placed upon any clause of the Agreement, except as provided otherwise herein, or alleged violations thereof, which cannot be settled otherwise, and such Joint Standing Committee shall meet within ten days from the date on which any question of differences shall have been referred to it for decision by the executive officers of either party to this Agreement. Should the Joint Standing Committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each party to this Agree-

SAME AS OLD CONTRACT

ARTICLE II
Wages and Hours

All work by machine or hand shall be on a time basis as follows:

Section 1.

Seven and one-half hours shall constitute a day's work; five days shall constitute a week's work.

Section 2.

Seven and one-half hours shall constitute a night's work; five nights shall constitute a week's work.

Section 1.

Seven hours shall constitute a day's work; five days shall constitute a week's work.

Section 2.

Six and one-half hours shall constitute a night's work; five nights shall constitute a week's work.

ARTICLE III

Section 1.

Apprentices may be employed in the ratio of one to every five journeymen regularly employed on each regular shift until four apprentices have been employed, then the ratio shall be one to every ten journeymen. ~~No other will be permitted more than ten apprentices.~~ Apprentices shall at all times be under the same supervision and control of the foreman as other employees in the competing room.

Section 2.

Apprentices shall be not less than 18 years of age at the time of beginning of their apprenticeship, shall be physically fit, and shall serve a term of six years. The

SAME AS OLD CONTRACT

Section 2.

Apprentices shall be not less than 18 years of age at the time of beginning of their apprenticeship, shall be physically fit, and shall serve a term of six years. Th.

Section 4.

Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Section 5.

No apprentice shall be employed on overtime work in an office unless the number of journeymen working overtime on the

SAME AS OLD CONTRACT

SAME AS OLD CONTRACT

ARTICLE IV

Section 1.

All time worked before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must be paid for at the overtime rate, which shall be not less than price and one-half based on the hourly wage paid individual employee.

Overtime shall be worked when required. Employees designated to work overtime shall have the right to put on a replacement not already designated to work overtime.

Section 1.

All time worked before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must be paid for at the overtime rate, which shall be not less than double price based on the hourly wage paid individual employee.

Employees covering jobs calling for a bonus or over-scale rate shall be paid at the rate of double time based on bonus or over-scale rate per hour.

Overtime shall be worked when re

OLD CONTRACT

Section 2.

No employee covered by this agreement shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When any employee is required to work on regular off day or off night, or the sixth or seventh shift in any financial week, he shall be paid the overtime rate for such work.

Section 3.

The hours of labor shall be continuous with the exception of an intermission of thirty minutes for lunch, which shall not be counted as office time. No employee shall work more than four and one half hours without lunch time. If a worker any portion of lunch period he shall be paid overtime for full period.

A second lunch period of not less than 15 minutes shall be given when an employee is required to work overtime and beyond period of four and one-half hours since first lunch period. Any such second lunch period shall be paid for as time worked.

Section 4.

Employee shall report or have substitute ready when time is called. When a regular man does not report or have a competent substitute ready within ten (10) minutes after the hour for beginning work, the foreman shall direct the chairman to put a competent substitute in his place.

Section 5.

UNION PROPOSAL

quired. Employees designated to work overtime shall have the right to put on a replacement not already designated to work overtime.

SAME AS OLD CONTRACT

Section 3.

The hours of labor shall be continuous with the exception of an intermission of thirty (30) minutes for lunch, which shall not be counted as office time. No employee shall be kept at work more than four hours without lunch time. If a man works any portion of lunch period he shall be paid overtime for full period.

A second lunch period of not less than 15 minutes shall be given when an employee is required to work overtime and beyond period of four hours since first lunch period. Any such second lunch period shall be paid for as time worked.

SAME AS OLD CONTRACT

OLD CONTRACT

(Monday paper) Each week with regard to day work shall be on a calendar week.

Section 6.

The designated holidays shall be Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Men regularly assigned to work on day shifts on designated holidays shall be paid at regular rates for these days when no work is performed.

Members of the night shift shall be paid time and one-half for work performed on issues dated as of designated holidays. Members working their sixth or seventh shift on designated holidays shall be paid at double straight time rates.

Section 7.

In no case shall an employee receive pay for less than a full shift except when discharged for cause or is excused at his own request.

Section 8.

Employees called back after having left the office shall be paid two dollars for such callback and overtime rates for all time worked.

UNION PROPOSAL

shall not apply to extras employed because of paid vacations. Each week with respect to night work shall start with Sunday night's (Monday) paper. Each week with regard to day work shall be on a calendar week.

Section 6.

All work performed by day shifts on Sundays or holidays or by night shifts prior to holidays shall be paid for at double price. The recognized holidays are: New Year's Day, Patriots' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day, or days celebrated as such.

This section shall be construed as applying to only one regular night shift on daily newspapers beginning on or extending into the morning of the holiday. All situation holders and apprentices scheduled to work on above-named holidays shall receive straight-time pay when not required to report.

When employee's regular slide day falls on one of above designated holidays, he shall be granted an additional slide day within the same financial week and receive regular pay for extra slide day.

Section 7.

No employee shall be employed for less than a full shift except when discharged for cause or is excused at his own request.

SAME AS OLD CONTRACT

OLD CONTRACT

Section 10.

The foreman has the right to employ help and shall observe strict priority rights of substitutes in so doing.

The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees or their rights under hereinbefore accepted International Typographical Union laws. A discharged employee shall have the right to challenge the fairness of any reason for discharge. Demand for written reason for discharge shall be made within seventy-two hours after employee is discharged.

It is agreed to be considered competent that an operator on linotype machines shall be able to set a minimum of 4500 ems corrected straight news or its equivalent per hour; allowance will be made for sub-normal copy. Any operator whose production is criticized by the foreman shall have the right to inspect and measure the proofs of the production complained of.

The foreman shall be the judge of an employee's competency as a worker and his general fitness to do the work of the office.

Section 11.

When it becomes necessary to decrease the force, such decrease shall be accomplished by laying off first the person or persons last employed, either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force, the persons displaced through such cause shall be reinstated in reverse order in which they were laid off before other help may be employed. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have the right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

Section 12.

The party of the first part agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room; and all machines or apparatus, operated in the composing room or in rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of employees.

It is agreed that the Union will co-operate to the end that employees keep toilets, locker rooms and composing rooms sanitary.

UNION PROPOSAL

Same as old contract

Same as old contract

Same as old contract

GENERAL COUNSEL'S EXHIBIT 3

Worcester Typographical Union No. 165

Worcester, Massachusetts

October 31, 1956

In counter proposal of Worcester Telegram Publishing Company to proposal of Worcester Typographical Union No. 165, which proposal seeks entailment of additional costs mounting to minimum of \$556,550.00 (over 50 percent) for Composing Room production, the Company stresses that the Union is forbidden to sign a written agreement without permission of the International Typographical Union as to phraseology of jurisdiction clause and governing potential of ITU General Laws.

Obviously these two unilateral ITU requirements join to become key to signed agreement regardless of any meeting of minds which might be reached on anything or all else in an agreement. This being fact, it is sensible that settlement be sought and attained on these key points before time is consumed in negotiation on other clauses of an agreement.

On matter of duration of agreement the Company is desirous of minimum of two years.

The Company continues to recognize the Union as bargaining representative of all employed covered by the agreement.

On jurisdiction, with interpolation of words "but is not limited to," the Company continues to be willing to give the Union full jurisdiction over all Composing Room work and language would read:

"The jurisdiction of the Union is defined as including all Composing Room work in shops covered by this contract and includes, but is not limited to, classifications such as hand compositors, type-setting machine operators, make-up men, hank men, ad men, proofreaders, machinists for typesetting machines, operators, and machinists on all

mechanical devices which cast or compose type or slugs."

As to governing scope of ITU General Laws, the Company counter proposes the following language:

"The General Laws of the International Typographical Union, in effect at the time of execution of this agreement, not in conflict with State or Federal Law, shall govern relations between the parties to extent that they are negotiated and become a part of the contract."

The matters of jurisdiction and observance of ITU General Laws having been agreed upon, the Company counter proposes for negotiation new language to be agreed upon to provide:

1. That composing room work shall be done by journeymen and apprentices and by learners on any new process the Company feels that it is forced to institute.
2. That provision be made for strictly machinist apprentice and, graduated from apprenticeship, he may be given situation without consideration of over-all priority.
3. That provision be made to expand reasons for discharge and to provide for disciplinary action, at option of the Company, short of discharge.
4. Full discussion of all innovations in Union proposal of all currently governing provisions and of any and all amendments either party may suggest as negotiations proceed.

Worcester Telegram Publishing Co. Inc.
(signed) Richard C. Steele
General Manager

GENERAL COUNSEL'S EXHIBIT 4

Worcester, Mass.

January 17, 1957

Worcester Typographical Union No. 165

As indicated in last negotiating session between the Company and your scale committee, the Company amends its counter-proposal on Jurisdiction clause to read as follows:

"The jurisdiction of the Union is defined as including all Composing Room work in shops covered by this contract and includes, but is not limited to, classifications such as hand compositors, type-setting machine operators, make-up men, bank men, ad men, proof-readers, machinists for typesetting machines, operators, and machinists on all mechanical devices which cast or compose type or slugs.

"The Company continues to be willing to give the Union full jurisdiction over all Composing Room work. The Company pledges, for the duration of this contract, not to install Fotosetter, Photon, Linofilm, Monophoto, Coxhead liner, Filmotype, Typro or Hadege operation."

The Company's counter-proposal to all else stands as of its October 31, 1956 counter-proposal.

GENERAL COUNSEL'S EXHIBIT 6

NOTICE TO COMPOSING ROOM EMPLOYEES

The last contract between Worcester Telegram Publishing Company, Inc. and Worcester Typographical Union No. 165 having expired on December 31, 1954, and no renewal or extension thereof having been negotiated, the Company hereby informs the employees that as of this date it has made an increase in journeyman rate of pay, effective as of

January 1, 1957 to \$107.00 a week, \$21.40 a shift \$2.85 $\frac{1}{3}$ an hour for day work; and not less than at the rate of \$111.00 a week, \$22.20 a shift, \$2.96 an hour for night work from January 1, 1957 to December 31, 1957 and to \$111.00 a week, \$22.20 a shift, \$2.96 an hour for day work; and not less than at the rate of \$115.00 a week, \$23.00 a shift, \$3.06 $\frac{2}{3}$ an hour for night work as of and after January 1, 1958.

The minimum scale for apprentices will be in proportion to the journeyman's scale for day and night work as follows:

	First Six Months	Second Six Months
First Year	40%	46%
Second Year	52%	58%
Third Year	64%	70%
Fourth Year	76%	82%
Fifth Year	90%	90%
Sixth Year	90%	90%

There will be no reduction in the hourly wage of those on any job getting more than called for by the scale.

Seven and one-half hours will constitute a day's work; five days shall constitute a week's work.

Seven and one-half hours will constitute a night's work; five nights shall constitute a week's work.

Day work will be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

All time worked before or in excess of the regular hours established for the day's or night's work or at the end of a week's work will be paid for at the overtime rate which will not be less than price and one-half based on the hourly wage paid individual employee.

Overtime shall be worked when required. An employee designated to work overtime shall have the right to request the foreman to put on a replacement for him. Where a com-

petent replacement is available, foreman shall grant such a request.

Whenever overtime is involved, employees covering jobs calling for a bonus or over-scale rate will be paid at the rate of time and one-half based on their journeyman scale plus the bonus rate. Whenever a holiday is involved and there is also overtime, such overtime will be paid at time and one-half of the prevailing holiday rate.

In the event of the installation of any new machines, the Company will be glad to discuss the matter with representatives of the employees.

The foreman, or in his absence the acting foreman, will continue to be in sole charge of work in the Composing Room and all employees therein shall perform their work under his direction.

There will be no changes in the current office rules and none will be made without first discussing any proposed change with the representatives of the employees.

The Company is prepared to continue the utilization of the Joint Standing Committee for the adjustment of any grievances that may arise.

Designated holidays are Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Men regularly assigned to work on day shifts on designated holidays will be paid at regular rates for these days when no work is performed.

Members of the night shift will be paid time and one-half for work performed on issues dated as of designated holidays. Members working their sixth or seventh shift on designated holidays will be paid at double straight time rates.

When any employee's regular slide day falls on one of above designated holidays, he will be granted an additional slide day within thirty working days thereof and receive

Section 5.

The publisher shall be permitted to operate his composing room six or seven days per week and as many shifts as may be desired to meet requirements under conditions set forth in this contract. The particular days constituting a situation shall be designated by the foreman, and insofar as practicable, the five shifts constituting a situation shall be consecutive.

Employees may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing.

In giving nights or days off, the foreman shall give preference to members oldest in priority standing. Notice shall be given the chairman and posted on the chapel bulletin board 48 hours prior to beginning of financial week.

When the office employs an extra five days in a calendar week for four consecutive weeks, an additional situation shall be added. It being understood that in the application of this provision the number of situations to be added must equal the average number of extras hired in the four consecutive calendar weeks. Each four week period will be considered separately and without relation to any other four week period. The average number shall be arrived at by dividing the total number of extras hired for five or more shifts in the four consecutive calendar weeks by four.

It is further understood that this section shall not apply to extras employed because of paid vacations. Each week with respect to night work shall start with Sunday nights.

The publisher shall be permitted to operate his composing room six or seven days per week and as many shifts as may be desired to meet requirements under conditions set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman; provided that the five shifts constituting a night situation shall be consecutive, except for the situations in effect on the signature date of this agreement, which shall continue until vacated.

Employees may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing.

In giving nights or days off, the foreman shall give preference to members oldest in priority standing. Vacated days may be claimed by employees with superior priority, but once claimed, there shall be no further claims. Notice shall be given the chairman and posted on the chapel bulletin board 48 hours prior to beginning of financial week.

When the office employs an extra five days in a calendar week for four consecutive weeks, an additional situation shall be added, it being understood that in the application of this provision the number of situations to be added must equal the average number of extras hired in the four consecutive calendar weeks. Each four week period will be considered separately and without relation to any other four week period. The average number shall be arrived at by dividing the total number of extras hired for five or more shifts in the four consecutive calendar weeks by four.

It is further understood that this section

Section 9.

The Interchanging, exchanging, borrowing, lending or buying of matter, either in the form of type or matrices, between newspapers, between job offices, or between newspapers and job offices, or vice versa, not owned by the same individual, firm or corporation and published in the same establishment, is permissible provided that such type matter or matrices are reset, proof-read and corrected within one week after date of publication of same, or as soon thereafter as help is available. It is understood that this rule does not apply to advertising of general advertisers who sell their product through an agent, or their own branch stores in this and other cities, nor to printed supplements, magazines, syndicate or other feature matter in matrices, cuts or plates in page size and smaller. This section shall not be construed as prohibiting the loaning, borrowing, exchanging, purchase or sale of matter or matrices or electrotypes occasioned by extraordinary emergencies such as fire, flood, explosion, or other unforeseen disaster, including the "pi" of a form or forms when it will be permitted without penalty.

The office shall own all "pickups," both machine and handset. Matter once paid for shall always remain the property of the office, either in type or mat form, to use in any or all editions or as many times as desired, with such changes as the office may wish to make. "Kill" marks shall not deprive the office of the right to "pickup."

SAME AS OLD CONTRACT

Section 13.

Vacations with pay will be given each year as a rest for services performed and relaxation for services to follow, on the following basis:

(a) Journeymen who have held regular situations for at least 44 weeks prior to May 1 each year preceding the vacation period shall be given two weeks' (ten days) vacation with pay.

(b) Other journeymen who have worked at least 110 shifts prior to May 1 shall be given one week's (five days) vacation with pay. Time worked as substitutes for regular

Section 13.

Employees who have held situations during the twelve months ending May 1, 1956, shall be entitled to three weeks' vacation with pay. Substitutes who have worked as extras for the office shall be entitled to one day's vacation for each 17 days worked. Anyone leaving his place of employment voluntarily or otherwise shall be entitled to and receive his vacation credit pay on a pro rata basis.

If a holiday occurs during an employee's vacation, he shall be given an extra day's vacation.

(d) Rate of pay during the vacation period shall be at the day or night scale, depending upon which shift the man is working.

(e) The time of the year that each employee shall take his vacation shall be determined and arranged by the foreman in such a way as to cause no interruption or interference with the work of getting out the paper and with due consideration to priority.

(f) A third week of vacation shall be given covered employees who shall have had full time employment with the party of the first part for fifteen (15) years prior to May 1, 1953, and/or May 1 of any succeeding year, this third week to be assigned at the discretion of the foreman with due consideration to priority. Any such third week which shall not have been assigned prior to any December 31st shall be accorded affected employees.

(g) In the event, the foreman shall find convenience to either party to the contract better served by offering any part of vacation (due after any May 1st) prior to any May 1st he may so offer them and he shall give due consideration to any covered employee's request for any part of vacation prior to May 1st.

Section 14.

The party of the first part agrees to continue the hospitalization, life insurance and sick-leave plan now in effect, without cost to employee. The party of the first part further agrees to grant additional sick leave in the amount of half-pay per shift until benefits from the plan are payable, when such additional sick leave payments shall be in an amount necessary to bring the total payable under this section to half-pay per week of five shifts. To be eligible, an employee shall have been absent from work five consecutive shifts.

Section 15.

In event of consolidation or suspension, all employees affected shall receive severance pay of not less than two weeks' pay at the regular rate for each year's priority up to ten weeks.

Section 16.

Employees discharged to reduce the force shall receive four weeks' severance pay.

Section 17.

The party of the first part agrees to establish a pension plan covering composing room employees with three features: (1) Retirement to be at the time chosen by employee after attaining retirement age without direct or indirect compulsion from the company (2) Amount of weekly pension to be fifty per cent of employee's highest rate of pay during period of employment.

ARTICLE V

Section 1.

Upon repeal or amendment of the Taft-Hartley Act, any clauses contained in this Agreement because of the restrictions of the act or court decree rendered thereunder shall automatically become null and void unless kept alive by an applicable state law.

Section 2.

If any provision or practice prevailing under the previous contract which has been excluded from this contract solely because of legal restrictions is determined by legislative enactment or by decision of the Court to be legal, then such provisions shall upon written request of the Union be immediately effective and enforceable hereunder.

Section 3.

In the event that any of the provisions of this contract are, or become, legally invalid or unenforceable by virtue of any State or Federal law, the remaining provisions shall be unaffected by such invalidity or unenforceability and shall continue in full force and effect throughout the life of the contract. AND BE IT FURTHER PROVIDED: In the event of invalidity as cited hereinbefore, both parties agree to renegotiate affected subject matter with end in view of compliance with law.

Section 4.

It is agreed that the only parties to this Agreement are the Worcester Telegram Publishing Company and Worcester Typographical Union No. 165. It is further agreed that the approval of this Agreement by the International Typographical Union as complying with its law does not make it a party hereto.

8
Employees shall be allowed sufficient time off on Election Day to allow them to go to their polling place to cast their vote.
part.

Sec. 25.

Employees shall be allowed three days' leave at their regular scale of wages, in the event of a death in their immediate family.

SAME AS OLD CONTRACT

SAME AS OLD CONTRACT

SAME AS OLD CONTRACT

SAME AS OLD CONTRACT

straight-time pay for extra slide day. Notification of such additional day shall be given by the foreman in the preceding financial week.

In event any employee is drawn for duty as a juror, the Company will pay said employee wages lost by reason of service as juror. Amount paid for jury service by the County or Federal governments will be deducted from regular pay and balance shall be paid by the Company.

Employees will be allowed three days' leave at their regular scale of wages in the event of a death in their immediate families, excepting that any of the three days falling on employees' days off will not be compensated for.

RICHARD C. STEELE,
General Manager.

GENERAL COUNSEL'S EXHIBIT 7

WORCESTER TYPOGRAPHICAL UNION

NO. 165

Instituted 1885

Meets First Sunday in the Month

Feb. 14, 1957

Mr. Richard C. Steele, Gen. Mgr.

Worcester Telegram Publishing Co.

22 Franklin Street

Worcester

Dear Mr. Steele,

At a special meeting of Worcester Typographical Union No. 165 held Wednesday, Feb. 13, the scale committee gave a detailed report to the membership. After lengthy discussion, it was voted to send the following notice to Worcester Telegram Publishing Co.:

"The Union will not object to acceptance of wage increase or other improved working conditions by its members, with

the understanding that such acceptance in no way binds the Union for any length of time to any agreement or contract of any kind; with the further understanding that the Union is willing at any time to continue negotiations for a complete contract covering wages and all other terms of employment mutually satisfactory to the employees and the Union."

Sincerely yours,

(signed) James J. Quinn

President

GENERAL COUNSEL'S EXHIBIT 8

COPY

WORCESTER TYPOGRAPHICAL UNION

NO. 165

Worcester, Mass.

September 6, 1957

Howard M. Booth, Publisher
Worcester Telegram Publishing Company
20 Franklin Street
Worcester, Massachusetts

Dear Mr. Booth:

Worcester Typographical Union hereby requests a meeting between the representatives of the Worcester Telegram Publishing Company and the scale committee of the union for the purpose of continuing negotiations toward a complete agreement.

The Union strongly desires to meet as soon as possible to discuss what it believes to be serious alterations in conditions in the Composing Room and earnestly hopes to improve relations through a complete contract.

Sincerely,

(signed) Joseph R. Mahoney, President

GENERAL COUNSEL'S EXHIBIT 9

[Letterhead, Worcester Typographical Union No. 165]

September 25, 1957

Howard M. Booth, Publisher
Worcester Telegram Publishing Company
20 Franklin Street
Worcester, Massachusetts

Dear Mr. Booth:

In letter of September 6, Worcester Typographical Union requested a meeting between its scale committee and representatives of the Worcester Telegram Publishing Company for the purpose of renewing negotiations toward a complete agreement.

To date, we have had no acknowledgement of receipt of that letter. However, in a recent conversation with the Mechanical Superintendent an allusion was made to the receipt of our request for renewal of contract talks. We are, therefore, convinced that our letter has come to your attention.

Since approximately three weeks have elapsed with no reply forthcoming, we must assume that your silence indicates refusal by management to bargain with the Union representatives. Should this be the case, we shall be forced to report these facts to the Union membership for whatever action it deems necessary and to the conciliation services of the State and Federal government.

We sincerely hope this assumption to be wrong and that time of meeting will be set by your representatives as promptly as possible.

Sincerely,

s/Joseph R. Mahoney

President, Worcester Typographical Union
Chairman, Scale Committee

GENERAL COUNSEL'S EXHIBIT 10

September 30, 1957

Joseph R. Mahoney, President
 Worcester Typographical Union No. 165
 19 Eureka Terrace
 Worcester, Massachusetts

Dear Mr. Mahoney:

Answering your letter of September 6, 1957 proposing that Worcester Telegram Publishing Company, Inc. meet with scale committee of the union for the purpose of continuing negotiations toward a complete agreement, I write to inform you that the Company doesn't consider this to be a reasonable time for negotiating.

Sincerely,
 Howard M. Booth
 Publisher

HMB/s:

cc for Mr. Steele

GENERAL COUNSEL'S EXHIBIT 11

[Letterhead, Worcester Typographical Union No. 165]

November 5, 1957

Howard M. Booth, publisher
 Worcester Telegram Publishing Company
 22 Franklin Street
 Worcester, Massachusetts

Dear Mr. Booth:

Worcester Typographical Union, again and for the third time, respectfully requests a meeting between its representatives and the representatives of the Worcester Telegram Publishing Company, for the purpose of continuing negotiations towards a complete agreement.

Permit us to remind you that in posted conditions of employment, the Worcester Telegram Publishing Company has pledged itself to continue to negotiate, but to date has refused to do so.

Should you continue to evade or refuse such meetings, the Union will be forced to notify the conciliation service and seek the advice of its International Union's legal staff to determine whether this action might be called an unfair labor practice.

The membership is not satisfied that your reply to our second request is a logical reason not to meet.

The Union feels conditions make it imperative that both parties meet without delay, so that we can make an earnest effort to come to a complete agreement.

Sincerely,
s/Joseph R. Mahoney
Joseph R. Mahoney
President

M:m

GENERAL COUNSEL'S EXHIBIT 12

[Letterhead, Worcester Typographical Union No. 165]
January 16, 1958

Howard M. Booth, Publisher
Worcester Telegram Publishing Co., Inc.
20 Franklin Street
Worcester, Massachusetts

Dear Mr. Booth:

This is to advise you that the clause in our proposed agreement calling for the employment of a member of this union as a foreman was not, and is not, an issue in the present lockout. We are now willing, as we have been at all

times, to enter into an agreement without this clause if other issues are satisfactorily adjusted.

Respectfully,

s/Joseph R. Mahoney

Joseph R. Mahoney, president

s/Albert N. DeLorme

Albert N. DeLorme, secretary-treasurer

GENERAL COUNSEL'S EXHIBIT 13

[Letterhead, International Typographical Union]

January 24, 1958

Worcester Telegram Publishing Company, Inc.

20 Franklin Street

Worcester (8) Massachusetts

Registered — Return
Receipt Requested

Gentlemen:

We hereby withdraw our demand for a contract clause calling for the employment of a member of this union as foreman.

Sincerely,

s/Woodruff Randolph

President

1-wt

GENERAL COUNSEL'S EXHIBIT 14

[Letterhead, Worcester Typographical Union No. 165]

January 24, 1958

Mr. Howard M. Booth, publisher
Worcester Telegram Publishing Company, Inc.
20 Franklin Street
Worcester, Massachusetts

Dear Mr. Booth:

We hereby withdraw any demand we may have made for a contract clause calling for the employment of a member of this union as a foreman.

Respectfully yours,
s/Joseph R. Mahoney
Joseph R. Mahoney, president
s/Albert N. DeLorme
Albert N. DeLorme, secretary-treasurer

Section 17.

The party of the first part agree to establish a pension plan covering composing room employees with these features: (1) Retirement to be at the time chosen by employee after attaining retirement age without direct or indirect compulsion from the company (2) Amount of weekly pension to be fifty per cent of employee's highest rate of pay during period of employment.

Section 18.

In event any employee covered by this agreement is drawn for duty as a juror, ~~party of the first part agree to pay said employee wages lost by reason of service as juror.~~ Amount paid for jury service by the county or federal governments shall be de-

IN WITNESS WHEREOF, we have hereunto
set our hands and seals this third day of
April, 1953.

WORCESTER TELEGRAM PUBLISHING CO.

(signed) Richard C. Steele, Business Manager
WORCESTER TYPOGRAPHICAL UNION

NO. 165.

(signed) Joseph E. Mahoney, President

Albert N. DeLorme, Secretary

Leon E. Couture

James J. Quinn

Benjamin Wolin.

This Agreement is approved as being
in compliance with the laws of the Interna-
tional Typographical Union, as limited by
the Taft-Hartley Law, and the undersigned,
on behalf of the Executive Council of the
International Typographical Union, hereby
pledges, as a matter of union policy only,
its full authority under its laws to the ful-
fillment thereof, without becoming party
thereto and without assuming any liability
thereunder.

WOODRUFF RANDOLPH, President
International Typographical Union.